

**INVITATION TO TENDER**

**FOR**

**PROVISION OF REPAIR/UPGRADATION OF FIRE FIGHTING SYSTEM AT PRITHVI BHAWAN BUILDING  
OF MINISTRY OF EARTH SCIENCES, NEW DELHI.**

**CONTRACT AGREEMENT NO. MoES/3/5/2017-Genl.**

## INDEX

<b>Sl. No.</b>	<b>Description</b>	<b>Annexure No</b>	<b>Page No</b>
01.	INVITATION TO TENDER, AGREEMENT, GENERAL CONDITIONS & SPECIAL CONDITIONS OF CONTRACT AND CORRESPONDENCE	I	
02.	SCOPE OF WORK, COMPLETION MILE STONES , CONSTRUCTION PROGRAMME, MANPOWER, EQUIPMENT AND MOBILISATION, PREAMBLE TO SCHEDULE OF ITEMS	II	
03.	Financial Bid- SCHEDULE OF ITEMS	Appendix -I	
04.	Summary of Financial Bid Document	Appendix II	
04.	Technical Bid	Appendix III	
05.	Instructions for Online Bid Submission	Appendix IV	

## INVITATION OF TENDER

### “PROVISION OF REPAIR/UPGRADATION OF FIRE FIGHTING SYSTEM AT PRITHVI BHAWAN , MINISTRY OF EARTH SCIENCES, NEW DELHI.

#### 1. RECEIPT OF TENDER

Tender shall be delivered to the office of MINISTRY OF EARTH SCIENCES, LODHI ROAD, NEW DELHI-110003 at **1100 hrs on 13.11.2018** through on-line and technical bids will be opened thereafter **on 14.11.2018** at 11.30 A.M. Notice for opening of Financial bids will be communicated only to those bidders who have been found to be technically qualified.

#### 2. REFERENCE CODE FOR TENDER

Tender Enquiry No- MoES/3/5/2017-Genl **dated** 18.10.2018 .

#### 3. E-Tender

This is an E-Tender and the tenders are to be submitted on line only. The instructions regarding submission of the e-Tender are at Annex. IV. The EMD, if any, is to be submitted in hard copy in the Tender Box placed at this Ministry's Room No.1, General Section, Ministry of Earth Sciences, Lodhi Road, New Delhi before the last date and time for submission of the Bids. Bids & EMD submitted after the last date and time shall not be considered.

The EMD submitted in hard copy should tally with the EMD details uploaded in the E-Tender.

- Note
- A. **This building already has a fire clearance. It has to be renewed after repair and upgradation of the system as per the latest NBC guidelines.**
  - B. **It is a repair and maintenance contract. The quantities may vary up to 50% at the quoted rate. Thereafter, market rate or quoted rate, whichever is lower will be applicable.**

#### 4. CLARIFICATION AND TENDER DOCUMENTS

For any clarifications in connection with these tender documents and drawings, tenderer may contact the following addressee:-

Director (GA), Ministry of Earth Sciences, Prithvi Bhawan, Lodhi Road, New Delhi-110003 (Telephone No. 011-24669509, Mobile number - 9212007685.

#### 5. INSPECTION OF SITE

Tenderer is advised to inspect the site of work and acquaint himself with the scope of work, working conditions including constraints and collect all necessary information for carrying out the work.

#### 6. VALIDITY OF TENDER

Tender and the price/rates quoted shall remain valid for acceptance for a period of 06 (six) months from the date of receipt of tender.

#### 7. SIGNING OF TENDERS

Tender shall be signed by person/persons holding power of Attorney. Documentary evidence shall be submitted alongwith the tender to prove that the signatory to the tender is competent and authorised to sign and submit tender.

#### 8. EARNEST MONEY

Tender shall be accompanied by Earnest money as stated below:-

Amount of Earnest Money : **Rs. 1,00,000/- (Rupees One Lakh Only)**

Form of Earnest Money : **Bank Guarantee/Bank Draft/Banker Cheque/Fixed Deposit Receipt issued by a National/Scheduled Bank in favour of:**

**D.D.O., Ministry of Earth Sciences payable at New Delhi.**

Bank Draft/Banker Cheque/Fixed Deposit Receipt if submitted as Earnest Money shall be valid for 03(Three) months or till the tender remains open for acceptance which ever is later.

Bank Guarantee, if submitted as Earnest Money, shall be valid for 06 (Six) months or till the tender remains open for acceptance, which ever is later. Bank Guarantee Bond shall be furnished as per the pro-forma enclosed with this invitation to Tender.

Tenders submitted without earnest money, shall be liable for rejection. The Earnest Money shall not earn any interest.

**9 CLARITY OF WRITING**

If the tender submitted by the tenderer contains any handwriting, it shall be ensured that such handwriting is clean and legible and that no over writing or erasing is adopted, failing which tender shall be liable to rejection. Any overwriting or erasing shall be initialled by the person/persons signing the tender documents.

**10. OPENING OF TENDER**

Tenders shall be opened on the next day after the last day and time of submission of the Tenders at 11.30 **hours**. Tenderers or their duly authorized representative, not exceeding 2, may be present on the date and time set out above, to attend opening of tender if so desired by him.

**11. EXPENSES FOR TENDER PREPARATION**

For the preparation and submission of tender, tenderer shall not be entitled to any cost expenses or other claims whether or not the tender is accepted, rejected or, invitation to tender is withdrawn or cancelled.

**12. COMPLETENESS OF TENDERS**

The scope of work, terms and conditions and other details have been specified in the tender documents. Tenderer shall prepare and submit his tender keeping in mind the completeness of works indicated on tender documents. Any tenderer not quoting for the complete work as per tender documents, or is otherwise incomplete or is not in compliance with the tender documents shall be liable to rejection.

**13. AMENDMENTS TO TENDER DOCUMENTS**

OWNER shall have the right to amend delete/add to the various provisions in the tender documents or withdraw/cancel the invitation to tender without assigning any reason whatsoever. The amendments/errata issued by the owner shall be read carefully in conjunction with the tender documents. The contract price/rate/amount shall be deemed to be worked out taking into account amendment/errata also.

**14. ACCEPTANCE OF TENDER**

OWNER shall not be bound to accept the lowest or any tender or to assign reasons for non acceptance of any tender. OWNER also reserves the right to accept a tender either in whole or in part. Break -up of prices/item rates shall be binding on the tenderer even in the case of acceptance of tender in part.

**15. TENDER NOT TO RESILE**

The tender for the work shall remain open for acceptance for a period of One Hunder Eighty (180) days from the date of opening of tenders/ One Hunder Eighty (180) days from the date of opening of financial bid in case tenders are invited on 2/3 bid system. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the department, then the Owner shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the Earnest Money Deposit or to debar the firm for a period of 2 years from participating in the tenders of this Ministry. Further the tenderer shall not be allowed to participate in the retendering process of the work. However, tenderer shall be allowed to revise his offer only if required by tender appraisal committee/tender standing committee based on the negotiations in order to give rebate on overall tender or on specific items (s)".

16. **PERIOD OF COMPLETION**

4 (Four) Months from the date of acceptance of the Award letter.

17. **COST OF TENDER**- The tender document can be downloaded free of cost by the bidders. No tender fee is required, if it is downloaded from the website.

18. **COMPLETION MILESTONE**

In addition to the LD clause as per GCC Article 21, certain milestones have been specified as per **Annexure-II** enclosed for completion of the work.

**AGREEMENT**

This agreement for **“PROVISION OF REPAIR/UPGRADATION OF FIRE FIGHTING SYSTEM AT PRITHVI BHAWAN BUILDING OF MINISTRY OF EARTH SCIENCES, NEW DELHI.**

bearing Contract Agreement No.....dated .....made and entered into this      **day of**  
**Two Thousand** Eighteen between the President of India acting by and through -----  
-----  
----- hereinafter referred to as the “OWNER” (which expression shall, unless excluded by or  
repugnant to the context or meaning thereof, be deemed to include its successors and assignees) of ONE PART.

AND

M/s .....having their registered office and principal place of business  
.....hereinafter referred to as “CONTRACTOR” (which expression shall, unless  
excluded by or repugnant to the context or the meaning thereof, be deemed to include its successors and assignees) of the  
OTHER PART.

WITNESSETH THAT

WHEREAS, the OWNER invited the CONTRACTOR to submit tender for for **“ PROVISION OF REPAIR/UPGRADATION OF FIRE FIGHTING SYSTEM AT PRITHVI BHAWAN , MINISTRY OF EARTH SCIENCES, NEW DELHI.**

AND

WHEREAS, The CONTRACTOR submitted their tender to the OWNER for execution of the work in accordance with the tender documents including technical specifications, schedule of items and tender drawings vide letters No. ....dated .....

AND

AND WHEREAS, the CONTRACTOR has agreed to execute the aforesaid work on the terms and conditions stated hereinafter and has also agreed to submit to the OWNER Initial Security Deposit required to be submitted in accordance with the conditions of the Tender.

NOW, THEREFORE, in consideration of the foregoing promises and mutual covenants herein contained the parties hereby agree as follows:-

The terms & conditions as contained in the Tender Document and the Work Award letter shall form part of this Agreement.

IN WITNESS WHERE OF the -----  
----- has set his signature for and on behalf of President of India.

AND

Shri.....of the firm on behalf of ..... affixed his signature and the Seal of the said company in accordance with the Articles of Associations.

Signed and delivered by

Signed and delivered by

(\_\_\_\_\_)  
For and on behalf of

(-----)  
-----  
**Accepting Officer**  
**For and on behalf of the PRESIDENT OF INDIA**

Date:

Date:

**WITNESS:**

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY**

This deed of guarantee made on this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand eighteen between \_\_\_\_\_ (Name of Banker) having its Registered Office at \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as the surety) and the President of India acting by and through \_\_\_\_\_  
\_\_\_\_\_ (herein after referred to as the "OWNER").

WHERE AS \_\_\_\_\_  
(Contractor's name) (hereinafter referred to as "CONTRACTOR") a company registered under Companies Act 1956 and having their registered office at \_\_\_\_\_

Bound to deposit with the owner by way of EARNEST MONEY RS. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) only in connection with their tender for \_\_\_\_\_

(Name of work) with reference to "OWNER" tender enquiry No. \_\_\_\_\_ dated \_\_\_\_\_ as per specifications and terms and conditions enclosed therein.

Whereas the contractor as per clause No.11 of invitation to tender has agreed to furnish a Bank Guarantee valid upto \_\_\_\_\_ date) instead of deposit of Earnest Money.

**NOW THIS WITNESSETH**

That the surety in consideration of the above Tender made by the CONTRACTOR to the OWNER hereby undertakes to guarantee payment on demand to the owner of the said amount of RS. \_\_\_\_\_ which the CONTRACTOR is bound to deposit with the OWNER by way of earnest money in connection with his tender.

This guarantee shall not be affected by any change in the constitution of the OWNER, CONTRACTOR or the surety.

The OWNER shall be eligible to make any claim under this guarantee only if the contractor submitting the tender resiles from the offer or modify the terms and conditions thereof in a manner not acceptable to the OWNER or fail to sign the contract and deposit initial security deposit within 10 (Ten) days after the OWNER

has advised the contractor the acceptance for **tender relating to PROVISION OF REPAIR/UPGRADATION OF FIRE FIGHTING SYSTEM AT PRITHVI BHAWAN, MINISTRY OF EARTH SCIENCES, NEW DELHI.**  
(Name of work) on mutually agreed terms and conditions. The OWNER's decision in this regard shall be final and binding.

The surety cannot revoke this guarantee during its currency except by the prior consent of the OWNER in writing.



Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the surety in writing on or before \_\_\_\_\_  
the surety shall be discharged from all liabilities under this guarantee thereafter.

For and on behalf of

(Banker's Name)

**CONTRACT AGREEMENT**

**GENERAL CONDITIONS OF CONTRACT**

**FOR**

**PROVISION OF REPAIR/UPGRADATION OF FIRE FIGHTING SYSTEM AT PRITHVI BHAWAN, MINISTRY OF EARTH SCIENCES, NEW DELHI.**

**CONTRACT AGREEMENT NO. ....**

**DATED .....**

## CONTENTS

<u>Article No.</u>	<u>Description</u>
1.	Definition
2.	Scope of Work
3.	Completion time
4.	Contract Price
5.	Terms of Payment
6.	Taxes and Dues
7.	Responsibility of the Owner
8.	Obligations of the Contractor
9.	Standard of Work
10.	Responsibility for Completion
11.	Exclusions
12.	Rates for Extra Items
13.	Measurement of Works
14.	Engineer's Authority
15.	Changes
16.	Working Hours
17.	Drawings, Specifications and Schedule of Items
18.	Contractor's Representative at Site
19.	Rejection
20.	Co-ordinations with other contractors
21.	Liquidated Damages for Delay
22.	Completion Certificate
23.	Maintenance Guarantee
24.	Materials
25.	Other Persons engaged by Owner
26.	Misuse of Works
27.	Refund/Forfeiture of Security Deposit
28.	Inspection and Test
29.	Access to Work
30.	No Interest Payable
31.	Materials not incorporated in Works
32.	Site Conditions
33.	Owner's Claim

34.	Sub –Contracting
35.	Passage of Property and Risk
36.	Safety and Security
37.	Accident or Injury to Workmen
38.	Deductions from Contract Price
39.	Compliance with Statutory & other regulations
40.	Indemnity
41.	Patent
42.	Preservation of Peace
43.	Operation
44.	Secrecy
45.	Suspension and Termination
46.	Force Majeure
47.	Arbitration
48.	Liquidation
49.	Effective date of Agreement
50.	Annexures to Agreement
51.	Entire Agreement
52.	Amendment to Agreement
53.	Waiver
54.	Assignment
55.	Copies
56.	Stamp Duty
57.	Notices

## DEFINITIONS:

In this document, as hereinafter defined, the following words and expressions shall have the meanings assigned to them except where the agreement explicitly provides.

- 1.01 "AGREEMENT" shall mean this Agreement together with tender documents and acceptance there of including Annexures, drawings, correspondence, if any referred to in this agreement.
- 1.02 "OWNER" shall mean the President of India, acting by and through Director/Deputy Secretary of Ministry of Earth Sciences, Govt. Of India, New Delhi.
- 1.03 "CONTRACTOR" shall mean M/s. .... having their registered office and principal place of business at .....  
.....  
.....
- 1.04 "WORK" shall mean all works, supplies and services to be executed / made / performed by the CONTRACTOR under the agreement.
- 1.07 "SITE" shall mean the area identified by Ministry of Earth Sciences, New Delhi for the scope of work indicated in Article - 2 of general condition of contract.
- 1.08 "SPECIFICATIONS" shall mean all technical specifications, statement of technical data, schedule of items / quantities / rates, drawings, sketches, Indian and / or British Standards, instructions etc., according to which the work shall be executed by the CONTRACTOR.
- 1.09 "DRAWINGS" shall mean any and all drawings including working drawings and sketches or any modifications enclosed with tender documents of such drawings, working drawings and sketches as may be issued from time to time by the Officers of this Ministry to the CONTRACTOR for execution of work.
- 1.10 a) Contract price: shall mean the price for which the contract is accepted as per the Letter of Intent.  
b) Final Contract Sum: shall mean the sum to be paid by the OWNER to the CONTRACTOR for executing the work and shall be computed on the basis of actual Quantities of various items of work executed at the applicable rates as per the Schedule of items / quantities / rates forming part of this Agreement.
- 1.11 "CONSTRUCTION PLANT AND EQUIPMENT" shall mean all equipment, machinery, appliances, tools, tackles etc., of whatever nature required in or about the execution, completion or maintenance of the works or temporary works.
- 1.12 "TEMPORARY WORKS" shall mean all temporary / enabling works of every kind required in or about the execution, completion or maintenance of the works.
- 1.13 "APPROVAL" shall mean approval in writing by the" Officers or any authorized representative of the OWNER.
- 1.14 "MONTH" shall mean calendar month as per the Gregorian Calender.

## ARTICLE 1 - : SCOPE OF WORK:

- 1.01 The scope of work to be executed by the CONTRACTOR under this Agreement shall include all works, supplies and services for construction, completion and maintenance as specified in the tender documents (or as finalized) and stated below:

The Ministry of Earth Sciences is located in Prithvi Bhawan which is a five storey building with a basement. This building was completed some time in the last quarter of the year 2011. At the time of its construction fire fighting systems were installed and later on some time in the years 2013-2104, sprinkler system for fire-fighting was installed. These systems need renovation/repairs and as per the survey undertaken of these systems, the requirement of renovation/repairs are given in the BOQ enclosed with this Tender document at Annexure III. The renovation/repair work is required to make it compatible with the standards of Delhi Fire Service (DFS) so that the NOC of DFS that has expired may be renewed.

- 1.02 The work shall be executed strictly in accordance with the working drawings, specifications, schedule of items, quantities / rates, sketches, written and oral instructions (to be subsequently confirmed in writing) of the Officers of this Ministry or any Rep. of this Ministry.

- 1.03 In case of any discrepancy in the drawings or between the drawings, technical specifications and / or schedule of items / quantities, the CONTRACTOR shall seek clarifications from the nominated Officers of this Ministry and shall carry out the work in accordance with the clarification furnished by these Officers. The CONTRACTOR shall also carry out work as per the instructions given by these Officers , in absence of specifications for any particular item of work. Several documents forming the contract agreement are to be taken as complementary to one another.

The following order of preference shall be observed for interpretation of the contract.

- a) Description of Schedule A / Bill of Quantities.
- b) Technical specifications.
- c) Drawings.
- d) General conditions of contract.

Any error in description, quantity or rate in schedule A / Bill of Quantities or any omission thereof shall not vitiate the contract or release the CONTRACTOR from execution of whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

- 2.04 The scope of work to be carried out by the CONTRACTOR shall also include the following:
- a) Setting- out of the works in respect of position, level, dimensions, alignments, etc. including establishment of bench marks, survey reference points etc.,
  - b) Clearance of the site
  - c) Site levelling / terracing within the limits as shown in the drawings or as directed by the Owner.
  - d) Disposal of debris, excavated materials ,left over scrap material in the work site etc., as per the instructions of the Owner.
  - e) All scaffolding, shoring, centring, shuttering works etc.
  - h) Running and maintenance of all constructional plants and equipments, tools and tackles etc.
  - j) **All temporary / enabling works.**
  - k) Any other work required in connection with the execution of the contract work.

The cost of all the above-mentioned work shall be held to be included in the rates for various items of work although such inclusion may not be specifically spelt out.

Note:- The Contractor shall produce “NOC” from the concerned Fire Department/appropriate authority before this Ministry issues completion certificate and before this Ministry makes the final payment.

- 2.05 Whether specified elsewhere in the Agreement or not, the CONTRACTOR shall provide all materials including steel items. The steel required for the work will be supplied in terms of Article - **24. Labours of every description , tools, tackles, plant and transport necessary shall be arranged by the CONTRACTOR at his own cost for proper execution of the work to the entire satisfaction of the OWNER.**

#### **ARTICLE 2 A – PRE-QUALIFICATION CRITERIA:-**

- (I) The firm should be a Registered entity under the relevant rules/regulations. A copy of the firm’s registration in this regard may be submitted.
- (II) Relevant licences/registration certificates pertaining to the field of work may be attached.
- (III) The firm should have their registered office or their branch office in Delhi or in the adjoining municipalities of NOIDA, Faridabad or Gurugram. Address of the firm in this regard may be provided.
- (IV) The firm should have an Average Annual turnover of Rs.50 lakhs during the last 3 years (2015-16, 2016-17 and 2017-18). A certificate from CA or duly audited Balance sheet in this regard may be submitted.
- (V) The firm should have experience of 3 years with the Govt. (Central Govt./State Govt.) or PSUs. Documents in support of this experience in the related field may be submitted.
- (VI) The firm should have completed at least -
  - (a) one similar work involving Rs.20 lakhs during the last 3 years ; or
  - (b) two similar works involving Rs.15 lakhs during the last 3 years; or
  - (c) three similar works involving Rs.10 lakhs during the 3 years.

Note:- Similar work means installation/repair works relating to Fire Fighting Systems, including sprinkler system in a Central/State Govt. or Public Sector Undertaking (PSU). Documents in this regard may be submitted.

- (Vii) The firm should not have been black listed by any Ministry/Department of Central Govt. or State Govt. or Public Sector Undertaking. An undertaking in this regard may be submitted in this regard.

#### **ARTICLE 2 B - FINANCIAL BID**

The Financial Bid is to be submitted in format enclosed as Appendix IV

#### **ARTICLE 2 C - SELECTION CRITERIA**

The firm which meets the Pre-qualification criteria and quotes the minimum rates in the Financial Bid format at Appendix II, will be considered for Award of this work. In case 2 or more firms quote the same rate, the firm which has got more experience will be considered for award of the work. The decision of this Ministry shall be final and binding.

#### **ARTICLE - 3: COMPLETION TIME:**

- 3.01 The works shall be completed in all respects and handed over by the CONTRACTOR to the OWNER with in a period of 4 months from the date of award of the work.
- 3.02 In order to achieve the completion time as stated above, the CONTRACTOR shall submit to the OWNER within 2 (two) weeks from the effective date of Agreement a detailed Bar chart / PERT Network showing all the activities including mobilization, site clearance, procurement of major

construction materials. The list of activities for which the Bar chart / PERT network has been worked out and commencement, duration and completion of these activities shall be subject to the approval of the OWNER.

- 3.03 Detailed Bar chart / PERT network as specified above and approved by the OWNER shall form part of the Agreement.
- 3.04 The CONTRACTOR shall not be allowed any extension of completion time except in the following cases:-
- i) Force Majeure: The extension of completion time shall be as per Article – 46, or
  - ii) Major changes or substantial addition to the work ordered by the OWNER adversely affecting the completion time, or
  - iii) Delay in handing over the site etc. or
  - iv) Abnormally bad weather, or
  - v) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trade employed on the work, or
  - vi) Delay on part of other contractor or tradesmen engaged by Owner in charge in executing works not forming part of the contractor, or
  - vii) Non availability of stores, which are the responsibility of Government to supply, or
  - viii) Non availability or breakdown of tools and plants to be supplied or to be supplied by the Government or
  - ix) Any other cause which, in the absolute discretion of the Officer in charge is beyond the contractor's control.
- In case of conditions from (ii) to (ix) Extension of time if any shall be as per decision of the OWNER.
- 3.05 The work shall be deemed to be completed when upon notice by the CONTRACTOR the Owner has inspected the works and satisfied himself that the works have been fully completed strictly in accordance with the Agreement and necessary completion certificate has been issued to the CONTRACTOR by the OWNER.
- 3.06 The OWNER shall have the right to take possession of or use any completed or part of the work at any time. Such possession or use shall not be deemed to be completion and acceptance of any work done not in accordance with the Agreement.
- 3.07 The CONTRACTOR shall submit to the Owner fortnightly progress reports in prescribed Proforma listing progress achieved during the reporting period on activities as per Article 3.02

#### **ARTICLE - 4: CONTRACT PRICE:**

- 4.06 Contract price / item rate shall include all taxes, fees and dues as per Article - 6.
- 4.07 No reimbursement shall be made for escalation in price of materials, labour and / or fuel during the contract or extended period on any account statutory or otherwise.
- 4.08 In case the CONTRACTOR is allowed to use any material other than the ones specifically provided for, the difference in cost shall be deducted as per the prevailing market rate and in no case a higher rate shall be allowed.
- 4.09 Item rates payable to the CONTRACTOR for such items for which no provision has been made in the schedule of item / rates shall be determined as per Article - 12.
- 4.10 For the payment of Contract sum, measurement of works under various items of work shall be made as per the provision under Article - 13.



- 4.11 The CONTRACTOR shall submit an initial Security Deposit of 10% (ten percent) of the initial contract price in the form of a Bank Guarantee Bond or FDR of any Scheduled Bank within 10 (Ten) days of acceptance of tender. The security deposit shall be released on expiry of maintenance guarantee period and satisfactory completion of rectification of defects and on issuance of "Final Acceptance Certificate" by the OWNER and submission of "No Claim Certificate" by the CONTRACTOR .
- 4.12 The rates quoted by the CONTRACTOR deemed to include all preparatory works required for satisfactory completion of the work and any rectification / replacement of works carried out as per defect liability.

#### **ARTICLE - 5: TERMS OF PAYMENT**

- 5.01 As per provision of the General Financial Rules, 2017 of the Central Govt., an advance payment up to 10% can be made on submission of a Bank Guarantee of an equal amount.
- 5.02 Payment of Rs.10 Lakh after completion of 50% work including the 10% advance already paid may be agreed to subject to submission of equal amount of Bank Guarantee.
- 5.03 After the completion of work and obtaining NOC, payments due and payable by the OWNER shall be made within 30 (thirty) days from the date of receipt of invoices supported by requisite details of measurements certified by the ENGINEER/officer deputed by this Ministry.
- 5.04 All payments to the CONTRACTOR shall be made by E-Payment (Electronic Mode).
- 5.05 Bank Guarantee Bonds from Nationalised banks or scheduled banks only shall be accepted by the OWNER

#### **ARTICLE - 6: TAXES AND DUTIES:**

- 6.01 **All taxes including sales tax on works contract if any, dues, fees, levies, octroi, excise, Service Tax/GST or other charges levied on the CONTRACTOR in connection with the contract work shall be borne and paid by the CONTRACTOR. No increase/ decrease in taxes /duties, statutory or otherwise, after submission of tenders and during the execution of the works, shall be adjusted. The contractor shall submit documentary evidence/proof of submission of the GST to the Department.**
- 6.02 All Bank charges, taxes, dues and all other charges in connection with payment to be made to the CONTRACTOR and in connection with Bank Guarantee shall be borne and paid by the CONTRACTOR.
- 6.03 Income tax at the applicable rates and surcharge thereon, as applicable, shall be progressively deducted from the CONTRACTOR's bills by the OWNER for depositing the same with the Income Tax Authorities.

#### **ARTICLE-7: RESPONSIBILITY OF THE OWNER:**

- 7.01 The OWNER shall provide at no cost to the CONTRACTOR the following:
- i) Hand over the site to the CONTRACTOR (one floor and plant room) within seven days from the effective date of agreement. The contractor to note that it is a working office, and all floors can not be handed over to the contractor in one go.
  - ii) Furnish to the CONTRACTOR working drawings, sketches, and instructions for execution of the works.
  - iii) Arrange to inspect the works and witness the tests where and when conducted.

- 7.02 The OWNER shall not be responsible to fulfill his obligations as per Article 7.01 in time if such obligations are dependent on CONTRACTOR'S furnishing information in time and where the CONTRACTOR has failed to do so.
- 7.03 The OWNER shall be responsible to get the entry passes issued to the CONTRACTOR and his Employees to work within any restricted area.
- 7.04 Where specified in the contract, arrange to supply water and electricity at locations marked in site plan.

#### **ARTICLE - 8: OBLIGATIONS OF THE CONTRACTOR:**

- 8.01 In order to ensure that the contract work is executed strictly in accordance with the Agreement and in time, the CONTRACTOR shall have the following obligations at no extra cost to the OWNER in addition to such other obligations and responsibilities as have been specified elsewhere in this Agreement.
- i) Make arrangements to bring water and power from points indicated by the OWNER to the site of construction
  - ii) Provision of adequate numbers of construction plants and machinery including mechanized system of construction, handling and transportation as directed by the ENGINEER.
  - iii) Provide adequate safety and obligatory provisions for work and workmen.
- 8.02 The CONTRACTOR shall take reasonable precaution to prevent his workmen or any other person from removing or damaging any such article or thing and protect it till removal as per the instructions of the OWNER.
- 8.03 Clearance of the site of all rubbish, debris, vats, tanks, materials, labour, huts, temporary structures, plant and machinery, scaffolding and filling of all pits, excavation and hand over the site in a tidy and clean condition to the OWNER.
- 8.04 Opening up of covered work if instructed by the Owner, if such covering was done before inspection by the owner or without permission from the Owner.

#### **ARTICLE - 9: STANDARD OF WORK:**

- 9.01 All material and workmanship shall be of best quality in the country and shall be in accordance with the technical specifications, drawings and other instructions issued to the CONTRACTOR.
- 9.02 If for any material or workmanship appropriate Indian standards or codes are not available or have not been adequately specified in the technical specification, such materials and workmanship shall conform to other suitable standards and codes as may be approved by the Owner.
- 9.03 The CONTRACTOR shall take due care in achieving and maintaining tolerances specified for various works.
- 9.04 The surface finishes shall be free of all defects under critical lighting conditions.

#### **ARTICLE - 10: RESPONSIBILITY FOR COMPLETION:**

- 10.01 Any work, supplies or services which might have not been specifically mentioned in the specification, schedule of items or drawing but are necessary for entire completion of the contract work, shall be executed / provided / rendered by the CONTRACTOR without any extra cost and within the time schedule. Item rates quoted shall be held to include such elements of labour and material necessary to complete the items in all respects.

- 10.02 Any major work or item of work not envisaged earlier but considered as an extra item shall be carried out by the CONTRACTOR under instruction of the Owner. The rates for such work / items of work shall determined in accordance with Article - 12.

**ARTICLE - 12: RATES FOR EXTRA ITEMS:**

- 12.01 Should it be found necessary to execute any item of work which is not included in the schedule of items and as such no contract rate is available, the rate for such items of work shall be fixed as per the following procedure.
- i) Where the extra items of works are of similar character and /or executed under similar conditions as to any other item of work appearing in the Contract Agreement, then the rates for such extra items shall be derived from contract rates of similar / closest item of work.
  - ii) Where the nature of items is such that the rate for the same cannot be derived as per Article 12.01 (i) then the rate shall be established based on the market rates and taking into account 15 % (Fifteen percent) over cost of labour and materials to cover supervision, overheads and profits. The norms followed by CPWD or MES, as may be approved by the ENGINEER with the concurrence of the OWNER regarding labour and material content, shall be adopted for this purpose.

**ARTICLE - 13: MEASUREMENT OF WORK:**

- 13.01 Unless otherwise specified, measurement of work shall be carried out for the works actually executed.
- 13.02 The measurement for the purpose of preparing bill will be taken jointly by the Contractors representative and the Deputy Secretary/Director (GA) and recorded in the measurement book.
- 13.03 In measurement of work as stated under Article 13.01 and 13.02 the CONTRACTOR shall certify that the work has been carried out strictly as per drawings, specifications , item of work and is in terms of the AGREEMENT. Such certificate shall require SITE ENGINEER's endorsement for the purpose of payment.
- 13.04 In the event of any dispute with regard to the measurement of the work executed, the decision of the OWNER shall be final and binding on the CONTRACTOR.
- 13.05 In the case of site measurements as per Article 13.02 above, should the CONTRACTOR not attend or neglect or omit to send his representative for taking joint measurement, the measurement taken by the SITE ENGINEER shall be deemed to be correct measurement of the work and shall be binding on the CONTRACTOR.

**ARTICLE -14: Authorities:**

- 14.01 Director/ Deputy Secretary incharge of General Administration shall be the sole communicating Authority and all correspondence under this agreement to the OWNER shall be addressed to him/her by the contractor.
- 14.02 Director/Deputy Secretary (GA) shall issue necessary drawings, sketches, specifications, instructions, clarifications, etc. to the CONTRACTOR required for the execution of work and also record instructions in site order book where called for compliance by the CONTRACTOR .
- 14.03 Director/Deputy Secretary (GA) shall have the authority to:-

- i) Make any modifications, alterations to the drawings / sketches already supplied to the CONTRACTOR.
- ii) Increase / decrease the quantum of work specified in the schedule of items or to omit item(s) of works and / or to order substitutions.
- iii) Inspect tests and examine all the materials and workmanship employed in construction.
- iv) Reject materials / workmanship not conforming to instructions / specifications / drawings and to order for removal of rejected materials or pull down / dismantle defective work(s).
- v) Enforce that provision of various statutory laws and regulation in vogue pertaining to labour and construction work are strictly complied with the CONTRACTOR.
- vi) Give notice to the CONTRACTOR if any deficiency is found with regard to adherence to accepted programme or sequence of work or delay in procurement of material and labour or negligence on the part of the CONTRACTOR or his authorised agent.
- vii) Alter already agreed programme or sequence of work if found necessary at a later date in consultation with contractor.
- viii) Instruct the CONTRACTOR to expel from site any of his employees / workman who in his opinion is incompetent or otherwise whose presence is undesirable at site.
- ix) Enforce any or all provisions in the Agreement to ensure that the work is carried out by the CONTRACTOR strictly in accordance with the Agreement. However these do not absolve the CONTRACTOR from his responsibilities to carry out all the works as per terms and condition of the agreement.

**ARTICLE - 15: CHANGES:**

- 15.01 The OWNER / Director/Deputy Secretary (GA) shall have the right, during the performance of the agreement, to make any addition to, alterations in and omission from works or any alterations in the kind or quality of the materials to be used therein and shall give notice thereof in writing to the CONTRACTOR.
- 15.02 The CONTRACTOR shall, in accordance with such notice as per Article 15.01, alter, add to or omit from the works as the case may require. The OWNER / Director/Deputy Secretary (GA) shall have the right, during the performance of the agreement, to make any addition to, alterations in and omission from works or any alterations in the kind or quality of the materials to be used therein and shall give notice thereof in writing to the CONTRACTOR.
- 15.03 The CONTRACTOR shall not carry out any work extra to or make any alterations or additions to or omission from the works or any deviations from any of the provision of the agreement, stipulation, specification or contract drawings without prior consent in writing from the Director/Deputy Secretary (GA).
- 15.04 If any changes or missing items of work are required for completion of the work as per Article 10.01, the CONTRACTOR shall not be entitled to extra price or time
- 15.04 The CONTRACTOR shall proceed with the changes as instructed as per Article 15.01 pending settlement of rates for extra items.

#### **ARTICLE -16: WORKING HOURS:**

- 16.01 Unless otherwise directed or permitted by the Owner, no work shall be carried between Sunset and 8.00 A. M. or on Sunday or OWNER'S / Establishment holidays.
- 16.02 Where instructed by the Director/Deputy Secretary (GA), the CONTRACTOR shall get the works executed in 2/3 shifts and on Sundays and holidays if so deemed necessary by the Director/Deputy Secretary (GA) for completion of the work as per the time schedule. No claim for any compensation or extra payment on this account shall be admissible by the OWNER.
- 16.03 In the case of working at night, the CONTRACTOR shall arrange additional workmen and provide adequate lighting and make other arrangements necessary' to carry out the work properly.
- 16.04 Should it be necessary, the CONTRACTOR shall obtain necessary permission from the authorities for the night work.

#### **ARTICLE - 17: DRAWINGS, SPECIFICATIONS, SCHEDULE OF ITEMS:**

- 17.01 Drawings, specifications and schedule of quantities / items shall be treated as supplementary to each other and should anything appear in the one that is not described in the other, no advantage shall be taken by the CONTRACTOR for any such omission. For such discrepancy / inconsistency the CONTRACTOR shall seek instruction from the Director/Deputy Secretary (GA) before proceeding with the work and the clarification / decision given by the Director/Deputy Secretary (GA) shall be treated as final and binding on the CONTRACTOR.
- 17.02 All drawings, specifications, sketches, schedule of items, etc., furnished by the OWNER shall be treated as strictly confidential property of the owner. All such drawings, specifications, sketches, schedule of quantities / items, etc., shall be returned to the OWNER upon the completion of the contract work. No copies, duplications or Photostat shall be retained by the CONTRACTOR without the written consent of the OWNER.
- 17.03 CONTRACTOR shall furnish to the OWNER with 3 (three) sets of all catalogues, literatures, manuals, etc., in respect of brought - out items incorporated in the works.
- 17.04 The contractor shall not himself make any change in the drawings / sketches, specifications and schedule of items issued by the Director/Deputy Secretary (GA) for executing the contract work. If any error or omission is detected he shall promptly bring the same to the notice of the Director/Deputy Secretary (GA) for clarification / decision / rectification.
- 17.05 One set of working drawings, specifications and schedule of quantities / items shall be available at the CONTRACTOR's site office for reference by the Director/Deputy Secretary (GA).
- 17.06 The CONTRACTOR shall be supplied with 3 (three) sets of working drawings for construction purpose.

#### **ARTICLE -18: CONTRACTOR'S REPRESENTATIVE AT SITE:**

- 18.01 The CONTRACTOR shall, during the progress of the works, employ a full time qualified experienced and competent Representative at the site for executing the works.
- 18.02 Any decision, instruction, authorization or approval given by the Director/Deputy Secretary (GA) to such CONTRACTOR'S representative shall be deemed to have been given to the CONTRACTOR.
- 18.03 The CONTRACTOR shall provide necessary competent and experienced personnel to assist CONTRACTOR'S representative at site for superintendence during the execution of the work and as long thereafter as the Director/Deputy Secretary (GA) may consider necessary until the expiry of the maintenance guarantee period.
- 18.04 If in the opinion of the Director/Deputy Secretary (GA), due progress is not achieved in the contract and / or execution thereof becomes contrary to the specification and / or substandard work is executed

and / or substandard materials are used or supplied by the CONTRACTOR and / or any direction given by the Director/Deputy Secretary (GA) are not properly complied with or attended to, the Director/Deputy Secretary (GA) may direct the CONTRACTOR to employ extra supervisory staff to supervise the work and the CONTRACTOR shall do so within seven days from the date of such direction and the cost of employment of such additional supervisors shall be to the account of the CONTRACTOR.

- 18.05 The CONTRACTOR shall maintain at his site office a site order book for the Director/Deputy Secretary (GA) to give in writing any instruction, decision, direction etc. to the CONTRACTOR in connection with the execution of the contract work. The CONTRACTOR shall acknowledge receipt of such instruction, direction, and decision by signing on the order books and ensures its compliance.
- 18.06 Positioning of CONTRACTOR'S representative as per Article 18.01 shall be subject to approval of the OWNER.

#### **ARTICLE -19: REJECTION:**

- 19.01 If the Contractor's work or any portion thereof at any time be found to be defective or fails to fulfill the requirement of the agreement, the Director/Deputy Secretary (GA) shall give CONTRACTOR notice in writing setting-forth particulars of such defects or failure and the CONTRACTOR shall forthwith make good the defects or replace or alter the same to make it comply with the requirements of the agreement.
- 19.02 Any materials, equipment, etc., brought to the site and found to be not in accordance with the agreement, shall be rejected by the Director/Deputy Secretary (GA) and the CONTRACTOR shall remove the materials from the site within the period specified by the Director/Deputy Secretary (GA).
- 19.03 The CONTRACTOR shall not be entitled to any extension of time or extra cost for rejection as per Article 19.01 and 19.02.

#### **ARTICLE - 20: CO-ORDINATION WITH OTHER CONTRACTORS:**

- 20.01 The CONTRACTOR shall co-ordinate with other CONTRACTORS / agencies working in or around the site or at the adjoining areas on works having direct or indirect connection with the contract work being executed by the CONTRACTOR under the Agreement.
- 20.02 The CONTRACTOR shall interact with other contractor and agencies stated under Article 20.01 and sequence various activities with the activities of other contractor in a manner required for timely and sequential completion of the contract work.
- 20.03 Should there be any disagreement between the CONTRACTOR and other contractor and agencies in respect of any activity or sequencing of activities, the same should be referred to the Director/Deputy Secretary (GA) whose decision shall be final and binding on the CONTRACTOR.
- 20.04 Co-ordination with other contractors / agencies or any disagreement or delay in co-ordination or interruption in work shall not entitle the CONTRACTOR to any extra time or cost.

#### **ARTICLE - 21: LIQUIDATED DAMAGES FOR DELAY:**

- 21.01 If the CONTRACTOR fails to complete the work / item of work(s) in all respect and hand over the same to the OWNER within the time stipulated, the CONTRACTOR, with out prejudice to any other right or remedy of OWNER on account of such breach, be liable to pay the owner liquidated damages at the rate of 1 % (one percent) of the total contract price for every week or part thereof.
- 21.02 The total amount of liquidated damage shall be limited 10 % (ten percent) of the total contract price.
- 21.03 The provision under Article 21.01 and 21.02 shall not apply in the cases of delay for which the CONTRACTOR is entitled to extension of completion time as per Article 3.04.

## **ARTICLE - 22: COMPLETION CERTIFICATE:**

22.01 Within 10 (ten) days of the completion of the work, the contractor shall give notice of such completion to the Director/Deputy Secretary (GA) and within 15 (fifteen) days of the receipt of such notice, the Director/Deputy Secretary (GA) shall inspect the work and if there is no defect, imperfection or shortfall in the work shall recommend to the OWNER for issue of completion certificate. The owner will issue the completion certificate.

**The Contractor shall produce “NOC” from the concerned Fire Department/appropriate authority before issue of Completion Certificate.**

22.02 No Completion Certificate or provisional completion certificate shall be issued nor shall the work be considered to be complete until the CONTRACTOR has removed from the site all surplus materials, rubbish, etc. and all the temporary works and labour camps, cleaned off the dirt from wood work, doors, windows, walls, floors or other parts of the works.

## **ARTICLE - 23: Defect Liability Period**

23.01 Defect liability period is 12 months from actual date of completion, testing, commissioning and approval of statutory authorities or handing over the system to MOES, whichever is later.

23.02 The CONTRACTOR guarantees that within the maintenance guarantee period, the contract work shall not show any signs of defects, cracks, settlements, disfigurements, shrinkage, leakage, dampness or any other defects.

23.03 The CONTRACTOR shall maintain and satisfactorily execute, at his own cost, all such works of repair, amendment, re-construction, rectifications, replacement and any other work to make good the faulty work as stated in Article 23.01 during the maintenance guarantee period.

23.04 The CONTRACTOR shall, if required by the Director/Deputy Secretary (GA), search for causes of any defects, imperfection or fault under the direction of the Director/Deputy Secretary (GA). The cost of such search shall be borne by the CONTRACTOR.

23.05 At intervals specified by the Director/Deputy Secretary (GA) the CONTRACTOR, along with the Director/Deputy Secretary (GA), shall inspect the contract work to satisfy himself that no defects have cropped up in the contract work should there be any signs of defects, the CONTRACTOR shall take immediate steps to rectify the same, failing which the Director/Deputy Secretary (GA) may get the defects rectified at the risk and cost of the CONTRACTOR.

23.06 At the end of the maintenance guarantee period the, the CONTRACTOR along with the Director/Deputy Secretary (GA) shall carry out final inspection of the contract work to prove that no defects that appeared in the contract work or that all defects which appeared in the contract work have been rectified to the entire satisfaction of the Director/Deputy Secretary (GA). If during the final inspection it is found that the defects still remain in the contract work, the period of maintenance guarantee shall be extended at the discretion of the Director/Deputy Secretary (GA) and the CONTRACTOR shall be liable to make good the defects and be responsible for the maintenance of the work till the defects have been fully rectified.

23.07 Upon successful completion of the maintenance guarantee period the OWNER shall issue final acceptance certificate to the CONTRACTOR.

## **ARTICLE - 24: MATERIALS:**

24.1 a) The CONTRACTOR shall arrange for all the materials required for incorporating in the work.

- 24.02 Material brought at site of work shall be in sealed containers or original packing and CONTRACTOR shall submit vouchers / challans and test certificate to Director/Deputy Secretary (GA) along with delivery of the stores for each consignment.
- 24.03 The CONTRACTOR shall not use cement and steel procured for the project for any work other than the contract work without the prior permission of the OWNER.
- 24.04 The CONTRACTOR shall make necessary storage facilities at his own cost at the site to prevent damage / deterioration of all construction material including cement and steel brought to the site.
- 24.05
- 24.06 The CONTRACTOR shall have full knowledge of all the materials required to be procured and incorporated in the works by him regarding source of supply, technical characteristics and confirmation to technical specification.
- 24.07 All the materials procured and incorporated in the works shall comply with technical specification / Indian standards including latest amendments / revision. The BIS codes wherever mentioned in tender documents shall be deemed to be changed / modified / revised as per the latest BIS published.
- 24.08 The CONTRACTOR shall provide samples, technical brochures, details, etc., to Director/Deputy Secretary (GA) / OWNER for approval of make, brand, colour, shade, etc., at his own cost before placing orders.

**ARTICLE - 25: OTHER PERSONS ENGAGED BY OWNER:**

- 25.01 The OWNER reserves the right to use the premises of any portion of the site for the execution of any work not included in this Agreement which he may desire to have carried out by other persons, and the CONTRACTOR shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or materials for the execution of such work except by special arrangement with the OWNER.

**ARTICLE - 27: REFUND / FORFEITURE OF SECURITY DEPOSIT:**

- 27.01 If the CONTRACTOR shall duly and faithfully carry out the provisions of this Agreement and shall duly satisfy all claims properly chargeable against him hereunder, the security deposit made by him in terms of this Agreement shall be refunded to him upon issuance of the "Final Acceptance Certificate" on expiry of the successful maintenance guarantee period.
- 27.02 Should the CONTRACTOR fail to perform the contract work in terms of the Agreement or to maintain the contract work during the maintenance period and if the OWNER incurs any expenditure or is likely to incur any expenditure for completion of the work or specification of defects, then the OWNER shall be entitled to deduct such sum or sums as may be necessary for such completion or rectification from the security deposit made by the CONTRACTOR under this agreement. The decision of the OWNER in such sums to be deducted from the CONTRACTOR'S security deposit shall be final and binding on the CONTRACTOR.

**ARTICLE - 28: INSPECTION AND TEST:**

- 28.01 The CONTRACTOR shall ensure inspection and test of all materials and work at his cost through Director/Deputy Secretary (GA) and other technical staff either at site or through any approved laboratory.
- 28.02 The CONTRACTOR shall ensure proper supervision and inspection during the progress of work at site.



- 28.03 All materials and work whether at site or in the CONTRACTOR's / Sub-contractor's premises shall be subject to inspection and test by the Director/Deputy Secretary (GA). The CONTRACTOR / his Subcontractor shall provide all facilities free of cost to the Director/Deputy Secretary (GA) including all labour, materials, tools, tackles, instruments, appliances, etc. to enable the Director/Deputy Secretary (GA) to carry out inspection and / or test.
- 28.04 All test certificates shall be subject to certification by the Director/Deputy Secretary (GA) or their technical support staff.
- 28.05 The CONTRACTOR shall submit to the Director/Deputy Secretary (GA) three copies to all inspection / test certificates.
- 28.06 The CONTRACTOR shall not be entitled to any claim for extra time or cost due to any delay in carrying out inspection and testing or re-inspection and re-testing if so decided by the Director/Deputy Secretary (GA).
- 28.07 The CONTRACTOR shall take adequate steps to replace or rectify the defects of the materials and work which have failed during inspection / testing.

**ARTICLE - 29: ACCESS TO WORK:**

- 29.01 The OWNER, Director/Deputy Secretary (GA) and / or any person authorised by them shall at all times have free access to the work site and / or to the workshop, factories or other places where materials are being prepared or constructed for the contract work and also to any place where materials are lying from where they are being taken out, and the CONTRACTOR shall give every facility to them for inspection, examination and testing of the materials and workmanship.

**ARTICLE -30: NO INTEREST PAYABLE:**

- 30.01 The CONTRACTOR shall not be entitled to any interest with respect to the security deposit or any money which may be due to him from the OWNER or for any delay on the part of the OWNER to make any running or other payments.

**ARTICLE - 31: MATERIALS NOT INCORPORATED IN WORKS:**

- 31.01 Any material for which the CONTRACTOR has received payment or the OWNER has included for payment the value of any un-fixed material intended for incorporation in the works, such materials shall become the property of the OWNER and they shall not be removed except for use upon the works without the written authority of the OWNER. The CONTRACTOR shall keep in safe custody of the same and be liable for any loss or damage to such materials till the completion of maintenance guarantee period

**ARTICLE - 32: SITE CONDITION:**

- 32.01 Before submitting the tender the tenderer should inspect the site of work and acquaint himself with and collect all necessary information regarding site condition and working condition including constraints for carrying out the work. No claim of the tenderer due to ignorance of site conditions / working condition for any increase of completion time and / or cost shall be entertained by the OWNER.

**ARTICLE - 33: OWNER'S CLAIM:**

- 33.01 The OWNER shall have a lien on and over all materials of every description, tools, tackles, plant, equipment or any money due and / or that may become due and payable to the CONTRACTOR

either under his Agreement or any other contract and / or also on and over deposit including the security amount or amounts made under this Agreement and / or any other contract and which may become repayable to the CONTRACTOR under the conditions or that behalf herein contained, for or in respect of any debt or sum that may become due and payable to the OWNER by the CONTRACTOR either alone or jointly with another and either under this Agreement or under any other contract/s or transaction/s of any nature and whatsoever between the OWNER and the CONTRACTOR.

#### **ARTICLE - 34: SUB CONTRACTING:**

- 34.01 The CONTRACTOR shall not sub-contract the contract work in whole or part to third parties for the performance of this Agreement.
- 34.02 The CONTRACTOR may sub-contract a portion of the contract work to third parties with the written approval of the OWNER. The CONTRACTOR shall furnish to the OWNER full particulars about the proposed sub-contractors and the details of the portion to sub-contracted while seeking such approval.
- 34.03 The OWNER shall give approval or shall refuse approval in writing within 30 (thirty) days of request of such approval along with all supporting details as per Article 34.02.
- 34.04 Bought-out items including fittings and fixtures, appliances, proprietary items etc. which are to be procured from specialized manufacturer / supplier and which the CONTRACTOR intends to incorporate in the contract work shall also come within the purview of the provision under Article 34.02.
- 34.05 The approval extended by the OWNER to sub-contractor recommended by the CONTRACTOR shall not discharge the latter from his obligations. The CONTRACTOR shall remain solely liable for any action, deficiency, and or negligence on the part of his subcontractors, including in the specification not being met with and the quality of work not being maintained by the sub-contractors.
- 34.06 The OWNER may request the CONTRACTOR to submit un-priced copies of relevant specifications included in all orders placed on sub-contractors.
- 34.07 In the event certain obligations extended by a sub-contractor to the CONTRACTOR should extend beyond the maintenance guarantee period specified in the Agreement, the OWNER shall automatically be entitled to benefit thereof. In no event shall the OWNER be deemed to have contract obligation whatsoever in respect of CONTRACTOR'S sub-contractors and/ or Title Holders of any sub-orders placed by him.

#### **ARTICLE -35: PASSAGE OF PROPERTY AND RISK:**

- 35.01 Subject to provision under Article 3, 23 and 36 property and risk of the contract work shall pass on the OWNER upon issuance of the completion certificate.
- 35.02 This Article shall not in any way adversely affect or derogate against the CONTRACTOR'S OBLIGATION to provide to the OWNER contract work completed in all respects.

#### **ARTICLE - 36: SAFETY AND SECURITY:**

- 36.01 The CONTRACTOR shall adopt adequate safety measures and use of protective clothing by all workmen at site whether or not engaged in actual execution of work or supervision thereof. The CONTRACTOR shall ensure that the workmen on site use safety belts, gloves, helmets, masks etc, as are necessary for their safety.
- 36.02 The CONTRACTOR shall be responsible for safety arrangement of all equipment used in connection with the execution of the work and shall ensure employment of only trained operators to man the equipment. Only tested equipment, tools, wires, ropes, etc., shall be used and shall

periodically be tested to the satisfaction of the OWNER. All test certificates shall be made available to the OWNER at site as and when required by him.

- 36.03 The CONTRACTOR shall, in connection with the execution of the work, ensure provision and maintenance of lights, guards, fencing with gates watch and ward when and where necessary or required by the OWNER or by any duly constituted authority for the protection of the work and / or for the safety and convenience of the public or others.
- 36.04 The CONTRACTOR shall take adequate safety precaution against accidents at site. The CONTRACTOR shall also ensure that their employees / workmen observe the statutory safety rules and regulations as also those laid down by the OWNER from time to time.
- 36.05 The CONTRACTOR shall provide at his cost necessary watch and ward force as may be required by the OWNER to ensure security and safety of all buildings, structures, equipment and materials under their custody at the site of work.
- 36.06 36.06 The CONTRACTOR shall abide by all security regulations at site promulgated by the OWNER from time to time. The CONTRACTOR shall provide identity badges to their personnel and workmen, which must be properly displayed by them on their person.
- 36.07 In order to facilitate issue of exit, gate passes by the OWNER for materials and equipment either during execution or the maintenance period, the CONTRACTOR shall submit to the OWNER list of construction / erection equipment etc., and / or other materials that shall be taken by them inside the site from time to time. Such movement of materials, equipment, tools, tackles etc., shall be subject to certification by the OWNER / Director/Deputy Secretary (GA).
- 36.08 The CONTRACTOR and his personnel/workmen shall be subjected to security check by 'OWNER'S own security force for overall protection of the project.
- 36.09 The CONTRACTOR shall not allow any visitor on the works -except with the written permission of the OWNER
- 36.10 From the commencement to the completion of work, the CONTRACTOR shall take full responsibility for the care of the work, constructional plant and equipment and all temporary works and in case of any damage or loss to the work, constructional plant and equipment or to any temporary work from any cause whatsoever the CONTRACTOR shall at his own cost replace or repair and make good the same.
- 36.10.1 **Police verification** :- All labours employed at site will undergo police verification before they are employed at site by the contractor. Police verification will be done by the contractor at his own cost and shall be responsible for complete verification till the completion of the project. A report of police verification shall be submitted by the contractor to the Director/Deputy Secretary (GA).

#### **ARTICLE - 37: ACCIDENT OR INJURY TO WORKMEN:**

- 37.01 The CONTRACTOR shall be solely liable for any accident or injury to any of the personnel engaged by him or by his sub-contractors in connection with the contract work.
- 37.02 The OWNER shall not be liable for any damage or compensations payable by law in respect of or in consequence of any accident or injury to any personnel in the employment of the CONTRACTOR or his sub-contractor and the CONTRACTOR shall indemnify and hold harmless the OWNER against all such claims, damages, compensations and proceedings.

- 37.03 The CONTRACTOR or sub-contractor shall forthwith report to the OWNER all cases of accidents to any of their personnel / workmen and shall make every arrangement to render all possible assistance and aid to the victim of the accident.

**ARTICLE - 38: DEDUCTIONS FROM CONTRACT PRICE:**

- 38.01 The CONTRACTOR shall reimburse to the OWNER all costs, charges, damages or expenses which the OWNER may have paid or to which the OWNER may be entitled and to the extent to which the CONTRACTOR is obliged under the Agreement to do so within 30 (thirty) days upon written request of the OWNER, failing which such costs, charges, damages or expenses shall be deducted by the OWNER from any money due or becoming due by him to the CONTRACTOR under the Agreement.
- 38.02 Whenever any claim(s) for payment of the sum of money arise(s) out of or under this contract against the contractor, the contractor shall, on written demand make the payment of the same or agrees for effecting adjustment from any amounts due to him by the OWNER. If, however, he neglects to make the payment on written demand, or does not agree for effecting adjustment from any amount due to him, OWNER shall be entitled to withhold an amount not exceeding the amount of the claim(s), from any sum when due or which at any time thereafter may become due to the contractor, under this or any other contract with the OWNER or from any other sum due to the contractor from the OWNER (which may be available with the OWNER) or from the contractor's security bond amount, and retain the by way of lien till such time payment is made by the contractor or till the claim(s) is! are settled or adjudicated upon, or till the contractor, at his expenses furnishes "Fixed Deposit Receipt(s)" duly endorsed as directed by the Accepting Officer or a Guarantee Bond from a scheduled bank for an amount equal to the amount of the claim(s), in the form as directed by Director/Deputy Secretary (GA).
- 38.03 OWNER reserves the right to carry out post payment audit and technical examination of the works and final bill, including all supporting vouchers, abstracts etc. OWNER further reserve the right to carry out the aforesaid examinations and enforce recovery when detected, notwithstanding the fact the amount of the final bill may have been included by one of the parties as an item of dispute before an arbitrator appointed under the arbitrating clause of the contract and notwithstanding the fact that the amount of the final bill figures in the arbitrator's award.
- 38.04 If, as a result of such audit and technical examination, any over payment is discovered in respect of the work done under this contract, the contractors shall, on written demand make payment of a sum equal to the amount of the over payment or agree for effecting necessary adjustment from any amount(s) due to him by OWNER. If however, he refuses or neglects to make the payment on demand(s) or does not agree for effecting adjustment from any amount(s) due to him, OWNER shall be entitled to take action as in sub Para 38.02 herein before.
- 38.05 All notices under conditions shall be given by the Director/Deputy Secretary (GA).

**ARTICLE - 39: COMPLIANCE WITH STATUTORY AND OTHER REGULATIONS:**

- 39.01 The CONTRACTOR shall, through out the performance of this Agreement comply with all Central or State Statutes, Ordinance of Laws and the Rules, Regulations, or Bye-Laws of any local or other duly constituted authority having jurisdictions over the contract work or any part of the site.
- 39.02 The CONTRACTOR shall give all notices and pay all fees and taxes required to be given or paid under any Central or state Statutes Ordinance or other Laws or any regulations or Bye Laws of any local or other local or other constituted authority in relation to the contract work.
- 39.03 The CONTRACTOR shall get himself registered with the concerned authorities as provided under various applicable Acts and shall be directly responsible to such authorities for compliance with the provision thereof.

- 39.04 By way of illustration of various acts as under Article 40.01, the following Acts as amended from time to time shall be complied with by the CONTRACTOR.
- i) Employees provident fund Act 1952
  - ii) Contract labour Act (Regulations and Abolition Act 1970)
  - iii) Minimum Wages Act 1948
  - iv) Payment of wages act 1936
  - v) Workmen compensation Act 1923
  - vi) Apprenticeship Act 1961
  - vii) Factories Act 1948
- 39.05 The CONTRACTOR shall ensure that no child labour is employed or permitted to work in any activities covered under the Agreement.
- 39.06 The CONTRACTOR shall submit periodical (daily / weekly / monthly / quarterly) statements of labour employed by him in the proforma prescribed by the OWNER.
- 39.07 The CONTRACTOR'S establishment shall be subject to inspection, investigation etc., by the OWNER for ensuring proper and faithful compliance of the provision of this Agreement by the CONTRACTOR with regard to the implementation of labour laws and matters stated in this Article.
- 39.08 The CONTRACTOR shall provide at his cost to all staff and workmen directly or indirectly employed on the works all amenities for securing proper working and living conditions at the site. The CONTRACTOR shall also provide medical facilities at the site as per rules in force in relation to the strength of their staff and workmen deployed at site.

#### **ARTICLE - 40: INDEMNITY:**

- 40.01 Notwithstanding all reasonable and proper precautions being taken by the CONTRACTOR at all times during the performance of the contract work, the CONTRACTOR shall remain wholly responsible for all damages, whether to the contract work executed by him or to any other OWNER'S property or to the lives, persons or property of others during the progress of the contract work and the period of maintenance thereof and shall indemnify, defend and hold harmless the OWNER or their employees against all claims, loss, demands, proceedings, charges and expenses, liability for personal injury (including death), and / or damage to property incurred by reasons of any act or omission or default by the CONTRACTOR, his sub-contractor agents, servants or employees and arising out of or connected with the performance of this Agreement.
- 40.02 The CONTRACTOR shall also indemnify and hold harmless the OWNER or their employees from all liability, claims, costs, expenses, taxes and assessments, including penalties, punitive damages, attorney's fees and court costs which are or may be required with respect to any breach of the CONTRACTOR'S obligation or for which the CONTRACTOR has assumed responsibility including those imposed by Statutes, Ordinances, Laws, Rules Regulations or Bye-laws or in respect of salaries wages or other compensations of all persons employed by the CONTRACTOR or his sub-contractors or supplier's in connection with the performance of any work covered by the contract.
- 40.03 The CONTRACTOR shall execute and deliver and shall cause his sub-contractors and suppliers to execute and deliver such other further instruments and to comply with such requirements of such Statutes, Ordinances, Laws, rules, Regulations or Bye-Laws as may be necessary thereunder to confirm and effectuate this Agreement and to protect the OWNER or their employees.
- 40.04 Notwithstanding anything hereinbefore contained, the OWNER shall not accept any liability for the CONTRACTOR, his sub-contractors, agents, servants or employees or any of them or for their / his property while on the premises or in service of, or used for / on behalf of the OWNER by any person.

#### **ARTICLE - 41: PATENT:**

41.01 The CONTRACTOR shall indemnify and hold harmless the OWNER against all actions, claims, demands, costs, and expenses arising from or incurred by reason of any infringement of patent, trade mark, registered design, copy rights and or other protected rights in respect of any constructional plant, machinery, work or material used for or in connection with the contract work or temporary work or any of them whether or not the OWNER is held liable for by any court judgment.

#### **ARTICLE - 42: PRESERVATION OF PEACE:**

42.01 The CONTRACTOR shall take adequate precaution and use his best endeavours to prevent any riotous or any unlawful behaviour by or amongst his workmen and/ or others employed by him and for the preservation of peace and protection of the inhabitants and security of property at or in the neighbourhood of the site.

42.02 In the event of the OWNER requiring the maintenance of a special police force at or in the vicinity of the site during the tenure of the contraction consequence of the riotous or unlawful behaviour by or amongst the CONTRACTOR'S workmen and / or others employed by him, all expenses thereof, and costs of damages due to such riotous or unlawful behaviour shall be borne by the CONTRACTOR and if paid by the owner, shall be recovered by the OWNER from him from any money due or that may become due to him.

#### **43 Operation and Maintenance**

43.01 After the system has been commissioned and handed over to MoES, the contractor will execute a supplementary agreement with MoES for a period of 12 months for operation and maintenance of the system. During this period, the contractor will carry out periodic (weekly, monthly, quarterly) servicing and maintenance as stipulated. He will ensure that at least one trained operator is available on the system round the clock (24 hours) on all days of the year. He shall keep the system in perfect operational condition and guide MoES personnel in the event of a possible fire incident.

#### **ARTICLE - 44: SECRECY:**

44.01 All maps, plans, drawings, specifications, schemes and subject matter contained therein and all other information given to the CONTRACTOR by the OWNER in connection with the performance of the contract work shall be held confidential by the CONTRACTOR and remain the property of the OWNER and shall not be used for any purpose other for which they have been supplied or prepared. The CONTRACTOR may disclose to third parties, upon execution of secrecy agreements, such part of the drawings, specifications or information if such disclosure is necessary for the performance of the contract work after the approval of the owner.

44.02 On completion of the work or upon termination of this Agreement, the CONTRACTOR shall return to the OWNER all drawings and documents received by him from the OWNER. The CONTRACTOR shall ensure that neither the CONTRACTOR nor any of his officials and employees or any other persons shall have possession or access to any copy thereof.

44.03 The CONTRACTOR shall ensure that all persons employed on any work connected with his Agreement have notice that the Indian official Secret Act 1923 (XIX of 1923) applies to them and continue to apply even after the termination or expiry of the Agreement. This condition shall also apply to his sub-contractors. An undertaking to this effect is to be submitted by the Contractor to the owner before commencement of the contract.

#### **ARTICLE - 45: SUSPENSION & TERMINATION:**

45.01 The OWNER may suspend the work in whole or in part at any time by giving the CONTRACTOR notice in writing to such effect stating the nature, the effective date and duration of such suspension.

- 45.02 On receiving the notice of suspension, the CONTRACTOR shall stop all such work, which the OWNER has directed to be suspended with immediate effect. The CONTRACTOR shall continue to perform other work in items of the Agreement, which the OWNER has not suspended.
- 45.03 The OWNER at any time may cancel the suspension by giving notice for all or any part of suspended work by giving written notice to the CONTRACTOR specifying the part of work to be resumed and the effective date of withdrawal of suspension. The CONTRACTOR shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice.
- 45.04 In the event such suspension exceeds a period of three months the OWNER and the CONTRACTOR shall consult each other to determine the extent of claims or compensation due to each either on account of such suspension provided however that if the suspension has been due to inclement weather, unsafe working condition and non-conforming specification, continued violations by the CONTRACTOR of OWNER'S instruction and such other causes for which the CONTRACTOR is responsible, then no compensation shall be payable by the OWNER.
- 45.05 If the CONTRACTOR violates this Agreement or shall neglect to execute the work with due diligence or expedition or shall refuse or neglect to comply with any reasonable directions, instructions or orders given to him in writing by the OWNER / ENGINEER in connection with the work or shall contravene or breach any provision of this Agreement, the OWNER may give notice in writing to the CONTRACTOR to make good the failure, neglect or contravention complained of or cure that breach within a period of 30 (thirty) days of receiving such notice, and in default of compliance with the said notice, the OWNER without prejudice to his rights as below may rescind or terminate this Agreement, stating therein the effective date of termination, holding the CONTRACTOR liable for the damages that the OWNER may sustain to this behalf.
- 45.06 Should the CONTRACTOR fail to comply with such notice within the period as mentioned in Article 45.05, in the case of failure, neglect or contravention capable of being made good within that time or otherwise  
within such time as may be reasonably necessary for same making good the same then and in such case without prejudice to the OWNER'S right under Article 45.05 hereto, the OWNER shall have option and be at liberty to take the work wholly or in part out of the CONTRACTOR'S hands and may complete the work envisaged in this Agreement either directly or may reconstruct with any other person / persons to execute the same or any part thereof and provide other materials, tools tackle or labour for the purpose of completing the work or any part thereof.
- 45.07 In such event the OWNER shall, without being responsible to the CONTRACTOR for fair, wear and tear of the same, be entitled to seize and take possession have free use of all materials, tools, tackle or other things which may be on the site for use at any time in connection with the work to the exclusion of any right of the CONTRACTOR over the same, and the OWNER shall be entitled to retain and apply any balance sum which may be due on this Agreement by him to the CONTRACTOR on such part thereof as may be necessary, to the payment of the cost execution of such work as aforesaid.
- 45.08 If the cost of executing the work as aforesaid shall exceed the balance due to the CONTRACTOR and the CONTRACTOR fails to make good the deficit, the said materials, tools, construction plant or other things, the property of the CONTRACTOR as may not have been used up in the completion of the works, may be sold by the OWNER and the proceeds applied towards the payment of such difference and the cost of and incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale shall be paid by the CONTRACTOR on the certificate of the OWNER, but when all expenses, costs and charges incurred in the completion of the work are paid by the CONTRACTOR., all such materials, tools, tackle, construction, plant or other things not used in- the completion of the works and remaining unsold shall be removed by the CONTRACTOR.
- 45.09 The OWNER without prejudice to his right as stipulated under Article 45.06 to 45.08 shall also have the option to consult with the CONTRACTOR to arrive at a fair solution in determining the claims and payments due to the OWNER arising out of such termination. If no fair solution is reached within 3 (three) months from the effective date of termination then the matter may be referred to arbitration in terms of Article 47.

#### **ARTICLE - 46: FORCE MAJEURE:**

- 46.01 If the either party shall be delayed or impeded in the fulfilment of its obligations under the agreement by reasons of force Majeure, such as act of God, operation of force of nature, act of state, war, civil war revolution, rebellion, military or usurped power, explosion, fire, epidemic, quarantine, floods, earthquake or other physical disaster, freight embargo, confiscation, expropriation, governmental orders or restrictions or the like or similar events due to any cause beyond the reasonable control of the party affected and which such party could not have reasonable foreseen and guarded against and which by exercise of reasonable care and diligence, such party is unable to prevent, then any delay directly arising there from shall constitute an excusable delay provided.:-
- i) It is established that any of such events has occurred adversely affecting the party concerned and the continued performance of this Agreement without any contributory negligence or default on their part.
  - ii) It is proved that as a result thereof, further performance of the Agreement by such party is inevitably delayed or impeded.
  - iii) Such party gives notice to the other party within 10 (ten) days from the occurrence of such event giving sufficient details of such event and proof of its effect on the performance of the Agreement on the part of such party, and time for the performance of that part of the obligation of the party concerned which so delayed or impeded shall be extended by a period or periods equal to the duration's of such delay provided that the other party shall not be required to perform the corresponding part of its obligation under this Agreement.
- 46.02 If the duration of the delays or impediments due to such continuing force Majeure events exceeds the period of 6 (six) months, the party shall consult each other to find an amicable solution to problems created by such delays or impediments.
- 46.03 In the event that parties are unable to resolve such problems to the mutual satisfaction within 3( three) months of the first consultation under Article 47.02 either party shall have the right exercisable of such 30 (thirty) days after the expiration of such 3 (three) months, by serving on the other 30 (thirty) days written notice to terminate this Agreement wholly Or partially. Depending upon the nature and consequence of the force Majeure, Article 46 Shall take effect to the extent applicable provided that neither party shall have any claim for the damages or compensation against the other in respect of any such delay or impediment or as a result of any acts or action taken by any of the parties.
- 46.04 This article shall not affect or alter the rights and liabilities of the parties, which have already accrued by virtue or in consequence of obligation already performed.

#### **ARTICLE - 47: ARBITRATION:**

- 47.01 Any dispute, disagreement or question arising out of or relating to or in consequence of this agreement or relating to its construction or performance which cannot be settled amicably shall, from the date either party informs the other in writing that such dispute or disagreement exists and requests in such notice to refer the matter to arbitration, shall be submitted to arbitration for final settlement.
- 47.02 Within 30 days of the said notice, Secretary, Ministry of Earth Sciences shall nominate a panel of 3 names from among the serving officer of the Ministry of Earth Sciences. The Contractor shall choose anyone of the three persons to Act as the sole Arbitrator.
- 47.03 The award of the arbitrator shall be final and binding on the parties.



- 47.04 The arbitration award shall, in addition dealing with the merits of the case, decide which of the parties shall bear the cost of arbitration or in what proportion the cost shall be borne by the parties.
- 47.05 The parties shall continue to perform their obligation under this Agreement during arbitrating proceeding and no payment due to or payable by the OWNER subject to provision of Article 38 shall be withheld or delayed except as regards any particular obligation or any particular payment which itself is or forms a direct part of the subject matter of the arbitration proceeding.
- 47.06 In the event of the arbitrator resigning or becoming incapable or unable to act, the Authority appointing him shall appoint another in place of the outgoing arbitrator and the arbitration proceedings shall continue without recommending as if such arbitrator had been pleading on defence.
- 47.07 The arbitrator shall be deemed to have entered on the reference made on the date he issues notice to both the parties asking them to submit to him their statement of the case and pleading on defence.
- 47.08 The arbitrator may from time to time with the consent of the parties enlarge the time upto but not exceeding one year from the date of entering on reference for making the award.
- 47.09 The arbitrator may proceed with the arbitration ex-parte if, either party in spite of notice from the arbitrator, fails to take part in the proceedings.
- 47.10 The venue(s) of arbitrating shall be fixed by the arbitrator at his sole discretion.
- 47.11 Subject as aforesaid the provision of the Arbitration Act or any statutory amendment, modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitrating proceedings.

#### **ARTICLE-48: LIQUIDATION / TERMINATION:**

- 48.01 If the CONTRACTOR commences to be wound up, not being a member's a voluntary winding up for the purpose of amalgamation or reconstruction or carries on his business under a receiver for the benefits of his creditor the OWNER shall be at liberty to.
- i) Give such receiver the liquidator or other person the option of carrying out the performance under this Agreement, subject to the receiver, liquidator or other person providing a guarantee up to an amount to be agreed upon by OWNER and such receiver liquidator or other person for the due and faithful performance of the CONTRACTOR'S obligations under this Agreement, or
  - ii) If the receiver, liquidator other person fails within 30 (thirty) days to exercise the option to carry out performance of the Agreement then the OWNER may terminate the Agreement and give notice in writing to CONTRACTOR or to the receiver, liquidator or to any person in whom the agreement may have become vested.
- 48.02 Termination of contract: Without prejudice to any of the right or remedies under this contract, if the contractor dies the Director/Deputy Secretary (GA) shall have the option of terminating the contract without compensation to the Contractor.

#### **ARTICLE - 49: EFFECTIVE DATE OF AGREEMENT:**

- 49.01 This Agreement shall become effective from the date of issue of letter of intent by OWNER.

#### **ARTICLE - 50: ANNEXURES TO THE AGREEMENT:**

- 50.01 Following Annexures shall constitute an integral part of the Agreement:

- Annexure – I : Invitation to Tender, Draft Agreement, General Conditions and Special conditions of contract as well as correspondence, if any.
- Annexure – II : Scope of work, completion milestones, construction programme, manpower and equipment mobilisation
- Annexure – III : Schedule of items, Bill of Quantities.
- Annexure – IV : Technical Specification
- Annexure – V : Tender Drawings

50.02 If annexures other than as specified under Article 50.01 above are referred to elsewhere in this Agreement, such Annexures shall form integral part of this Agreement.

**ARTICLE - 51: ENTIRE AGREEMENT:**

The terms and conditions herein contained including tender document shall constitute the entire agreement and understanding between the parties hereto and shall supercede all other communications which were made prior to the signing of the Agreement, whether written or oral, between parties hereto with respect to the subject matter hereof.

**ARTICLE - 52: AMENDMENT TO AGREEMENT:**

52.01 Any amendment to the terms of this Agreement shall be made in writing by both parties hereof and shall specially state it is an amendment to this Agreement.

**ARTICLE - 53: WAIVER:**

53.01 Non enforcement by either party of any of the provisions on this Agreement shall not operate or constitute as a waiver of the provision itself or any subsequent breach thereof.

53.02 The validity of the Agreement shall not be affected should one or more of its stipulation be or become legally invalid and such stipulation is separable from and not fundamental to the obligation of either party to this Agreement. In such a case, the party shall negotiate in good faith to replace the invalid clause by an agreed stipulation which in accordance with the applicable law and which shall be as close as possible to the parties' original intent.

**ARTICLE - 54: ASSIGNMENT**

54.01 The CONTRACTOR shall not assign his right and obligation under the terms of this Agreement to any party other than its legal successor without the written consent of the OWNER.

**ARTICLE - 55: COPIES:**

55.01 This Agreement has been executed in triplicate. The original and triplicate shall be retained by the OWNER and duplicate by the CONTRACTOR.

**ARTICLE - 56: STAMP DUTY:**

56.01 Stamp duty payable in respect of this Agreement shall be borne and paid by the CONTRACTOR.

**ARTICLE - 57: NOTICES:**

- 57.01 All notices under the Agreement shall be given in writing and shall be deemed sufficiently given when delivered either manually or by telegraph, telex or by registered mail addressed to the other party. Communication shall be made to the OWNER with a copy to the Director/Deputy Secretary (GA). The communication shall be made to the CONTRACTOR at his registered office with a copy to the Director/Deputy Secretary (GA).
- 57.02 If any such notice is delivered by hand, it shall be duly acknowledged and if given by telegram, telex or verbally, it shall be confirmed by letter within 7 (seven) days of the date of such notices. Either party shall by notice in writing inform the other party of any change of address as stated under Article 57.01 for receiving such notices.
- 57.03 The date of communication and notices under Article 57.01 shall be the date of receipt of such original communication and notice by the receiving party.

## SPECIAL CONDITIONS

### 1. GENERAL

The following special conditions shall be read in conjunction with General Conditions of Contract.

### 2. TIME SCHEDULE

As per Article – 3.02, The CONTRACTOR shall submit a detailed Bar Chart / PERT Net work showing all activities including mobilization, site clearance, procurement of major materials for the approval of OWNER / Director/Deputy Secretary (GA) and this shall form part of agreement.

During the currency of the work, the contractor is expected to adhere to this time schedule and this adherence will be part of the contractor's performance under the Contract. During the execution of the work, the Contractor is expected to participate in the review and updating of the net work undertaken by Director/Deputy Secretary (GA)/ OWNER.

The CONTRACTOR shall mobilize and employ sufficient resources to achieve the detailed schedule within the board frame work of the accepted methods of working and safety.

4. All types of work in this contract shall be executed by the contractors. OWNER reserves the right to increase the Quantities of work or to totally omit any items of work. Item rates as stated under the schedule of items/rates shall be binding on the CONTRACTOR during the period of this Agreement irrespective of any variations of quantities stated therein upto  $\pm 50\%$  variations of the contract quantity and shall not be entitled to claim extra or damages on these grounds. Beyond 50% market or quoted rate, whichever is lower shall apply.

The quantities given in the schedule are provisional. The OWNER reserves the right to increase or decrease the quantities of work to totally omit any items of work and the contractor shall not be entitled to claim any extra or damages on these ground.

5. The contractor shall be paid for the actual net quantity of work executed by him in accordance with the drawings at the contract rates.
6. The rates for each item of work in schedule shall include supply including the material supplied by the OWNER at the issue rates as indicated required for full execution, testing, commissioning and completion and the installation as per specification and drawings. The rates shall also include all wastage of materials, hoisting, lowering and fixing in position.
7. In the event of an error occurring in the amount column of the schedule, as a result of wrong extension of unit, rate and quantity shall be regarded, as firm and amount shall be amended accordingly.
8. All errors in totalling in the amount column and in carrying forward totals shall be corrected.
- 9.
10. The work shall be installed, tested and commissioned so as to fully comply with all relevant Regulation of the concerned local Municipal, Public Health, Factory Inspector and other Authorities. **The rates quoted in this schedule shall be deemed to have incorporated all costs, rates, duties and other expenses in connection with obtaining approvals from Local Authorities to commissioning and operating the Fire Fighting Systems at this Ministry.**
11. Only new materials of approved manufacture shall be incorporated in the work. Materials supplied to site shall be free from defects.
12. Piping system and ancillary work installed at site shall be leak-proof. In this connection, CONTRACTOR shall arrange and pay for suitable tests as required by OWNER. Defective materials shall be removed and new leak-proof piping installed in its place to the satisfaction of Director/Deputy Secretary (GA).

13. **SECURITY OF CLASSIFIED DOCUMENTS**

The contractor shall not communicate any classified information regarding the works either to sub contractors or other without prior approval of the Director/Deputy Secretary (GA). The contractor shall not make copies of the design / drawings and other documents furnished to him in respect of the work and he shall return all documents in completion of the work or earlier on termination of contract. The contractor shall along with the final bill attach a receipt from the Director/Deputy Secretary (GA) in respect of his having returned the classified documents as per the General Condition of contracts.

14. **OFFICIAL SECRET ACT**

The contractor shall be bound by the Official Secrets Act 1923.

**SPECIAL CONDITIONS FOR Fire Fighting Equipment Work**

**1.0 GENERAL**

1.1 These Special Conditions shall be read in conjunction with the description of the item of work in the Bill(s) of Quantities, the particular specification, Local Statutory Regulations, Indian Standard Specifications/Codes and the drawing. All the above quoted documents, shall be considered supplementary to each other. However, in the case of conflict amongst the various provisions the Owner's opinion will be final and shall be adopted.

1.2 The tenderer is advised to inspect the site to ascertain the nature of site, access thereto, local facilities for procurement of materials and working.

**2.0 RATES**

2.1 The rates quoted shall be deemed to allow for all minor extras and constructions details which are not specifically shown on drawing or given in the specifications but are essential in the opinion for this Ministry for the execution of works to conform to good workmanship and sound engineering practice. The Owner reserves the right to make any minor change(s) during execution without any extra payment.

2.2 The Owners decision to clarify any item under minor changes, minor extras and constructional details shall be final, conclusive and binding on the CONTRACTOR.

2.3 The rates quoted by the CONTRACTOR shall be net so as to include all requirements described in the Contract Agreement and no claim whatsoever due to fluctuations in the price of material and labour will be entertained.

2.4 The rates quoted by the CONTRACTOR shall include for supplying materials and labour necessary for completing the work in the best and most workmanship like manner to the satisfaction of the Owner and which in the opinion of the owner cannot be made better, and for maintaining the same. The rates shall be complete in all respects also including cost materials, erection, fabrication, labour, supervision, tools and plant, transport, sales and other taxes royalties, duties and materials, contingencies, breakage, wastage, sundries, scaffolding etc., on the basis of works contract. The rates quoted shall include all taxes, duties, transport, and insurance's octroi or other levies applicable under the statute.

**3.0 MATERIALS**

3.1 The CONTRACTOR shall ensure to the satisfaction of the OWNER that the materials are packed in Original sealed containers/packing bearing manufacturer's markings and brands etc" except where the gross quantity required is a fraction of the smallest pickings. Materials not complying with this requirement shall be rejected,

### **3.2 TESTING OF MATERIALS:**

- a) When required by the OWNER, the CONTRACTOR shall provide all facilities at site or at manufacturer's works or in an approved laboratory for testing the materials and/or workmanship. All the expenditure in respect of this shall be borne by the CONTRACTOR unless specified otherwise in the Contract. The Contractor shall when required to do so by the OWNER shall submit at his own cost, manufacturer's certificate of tests, proof sheets, mill sheets etc., and showing that the materials have been tested in accordance with requirements of these specifications.
- b) Neither the omission by the Contractor to test the materials nor the production of manufacturer(s) certificate etc., as aforesaid shall affect the right of the OWNER to reject, after delivery the materials found unsuitable or not in accordance with the specifications.

### **4.0 DRAWINGS**

- 4.1 Clarifications required or discrepancies, if any, noted by the Contractor in various drawings supplied by the OWNER must be obtained well before execution, failing which the decision of the OWNER shall be final and binding on the Contractor with regard to detailing and general acceptance of the Contract.

### **5.0 RECTIFICATION OF DEFECTS**

- 5.1 Any defect in the work done or materials used in the works pointed out by the OWNER shall be rectified within a week or such extended time as may be allowed in this failing which the said defect shall be got rectified by the OWNER at the risk and cost of the Contractors.

### **6.0 CONDUIT LAYOUT**

- 6.1 Prior to the laying of the conduits, the Contractor shall submit to the OWNER detailed layout plans of the conduit network and get the same approved. The layout plans shall contain particulars regarding size and routes of the conduits, number of wires carried and the inspection and junction boxes provided along the routes of these conduits.

### **7.0 REGULATIONS & STANDARDS**

- 7.1 The installation shall conform in all respect to Standard Code of Practice for Fire Fighting Equipment, as are applicable for the area where this building is located.

### **9.0 COMPLETION DRAWINGS**

- 9.1 At the completion of the work and before issuance of certificate of completion, the CONTRACTOR shall submit to the OWNER layout drawings drawn at approved scale indicating the complete system 'As Installed'.

### **10. MANUFACTURER'S INSTRUCTIONS**

- 10.1 Where manufactures have furnished specific instruction, relating to the materials used in this job, Covering points not specifically mentioned in the document, these instructions shall be followed in all cases.

### **11. COMPLETION CERTIFICATE**

- 11.1 On Completion of the Fire Fighting Equipment installations and the system as a whole, a Certificate shall be furnished by the CONTRACTOR counter signed by a licensed supervisor, under whose direct supervision the installation was carried out.

11.2 This certificate shall be in the prescribed form as required by the local authority. **The CONTRACTOR shall be responsible for getting the drawings and Fire Fighting Systems Installation inspected and approved by the local Authority concerned.**

12. **QUALIFIED COMPETENT SUPERVISION**

12.1 The CONTRACTOR shall employ fully competent, licensed qualified, full-time Engineer to direct the work of Fire Fighting Equipment repair/ renovation in accordance with drawings and specification. The Engineer shall be available at all times on the site to receive instruction for the day to day activities, through out the duration of the contract. The foremen shall co-relate the progress of the work in conjunction with all relevant requirements of the supply authorities.

**ANNEXURE – II**

**SCOPE OF WORK, COMPLETION MILESTONE**

**CONSTRUCTION PROGRAMME**

**MANPOWER, EQUIPMENT AND MOBILISATION**

**FOR**

**“PROVISION –FOR REPAIR AND UPGRADATION OF FIRE FIGTHING SYSTEM”**

**Name of Work:- “PROVISION FOR REPAIR/UPGRADATION OF FIRE FIGTHING SYSTEM”**



**SCOPE OF WORK AND COMPLETION MILESTONE**

<b>S.No.</b>	<b>Scope of work</b>	<b>Period of Completion As Per Agreement</b>
1.	<p>The Ministry of Earth Sciences is located in the Prithvi Bhawan which is a five storey building with a basement. This building was completed some time in the last quarter of the year 2011. At the time of its construction fire fighting systems were installed and later on some time in the years 2013-2104, sprinkler system for fire-fighting was installed. These systems need repairs/upgradation and as per the survey undertaken of these systems, the requirements of renovation/repairs are given in the BOQ enclosed with this Tender document at Appendix I. The work is required to make it compatible to the standards of Delhi Fire Service (DFS) so that the NOC of DFS can be obtained.</p> <p>The scope of work also include Annual Maintenance Contract (AMC) for a period of one year. Under the AMC, the firm will deploy one person round the clock. These persons should be well versed with the operation and maintenacce of Fire Firghting systems installed at this Ministry. These persons should be paid at least Minimum Wages as per Minimum Wages Act applicable in Delhi and their wages will be considered for revision by this Ministry from time to time.</p>	4 Months

**FINANCIAL BID DOCUMENT**

**APPENDIX- 1**

<b>SCHEDULE OF QUANTITIES- FIRE FIGHTING WORK FOR MOES AT LODHI ROAD,NEW DELHI</b>					
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>S. No</b>	<b>Description Of Item</b>	<b>Qty.</b>	<b>Unit</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
<b>A)</b>	<b>SUB HEAD - I - ( PUMPING EQUIPMENTS)</b>				
1	Overhauling of Electric Driven Main Fire Pump suitable for auto operation & consisting of following: complete in all respect as required.				
a)	Horizontal Split casing type, centrifugal pump of cast iron body and bronze impeller with stainless steel shaft, mechanical seal to ensure a minimum pressure of 3.5 kg/sq. cm. at highest and farthest outlet at specified flow of 2850 lpm at 70 head confirming to IS 1520.(Model-DSM100/36)	2	set		
b)	Overhauling of 75HP squirrel cage induction motor, TEFC synchronous speed 1500 RPM (with permissible slip), suitable for operation on 415 volts, 3 phase 50 Hz. AC with IP 55 protection for enclosure, horizontal foot mounted type with Class- 'F' insulation, confirming to IS-325.	2	set		
2	Overhauling of Diesel Engine Driven Main Fire Pump suitable for auto operation and consisting of following: complete in all respect as required.				
a)	Horizontal Split casing type, centrifugal, pump of cast iron body and bronze impeller with stainless steel shaft, mechanical seal to ensure a minimum pressure of 3.5 kg/sq.cm. at highest and farthest outlet at specified flow of 2850 lpm at 70 Mtr. head confirming to IS 1520. (Model-DSM-100/36)	1	set		
b)	overhauling 1500 RPM, 4 stroke, watercooled radiator Diesel Engine confirming to relevant BIS & IS Standards, complete with all required accessories / system, fuel oil filter, lubricant oil pump with filter, 2 Nos.new starting batteries of 180 AH capacity to be supplied , engine starting panel having all the controls meters, gauges, tachometer, hour meters, starting switch with keys for manual starting, auto starting mechanism, 24 Volts electric starting equipment	1	set		
3	Overhauling of Electric Driven Pressurization Pump (Jockey Pump) suitable for auto operation and consisting of following: complete in all respects as required.				
a)	Horizontal type, centrifugal end suction type pump of cast iron body and bronze impeller with stainless steel shaft, mechanical seal, gland packing and flow of 180 lpm at70 Mtr. head confirming to IS:1520.	1	set		

<b>SCHEDULE OF QUANTITIES- FIRE FIGHTING WORK FOR MOES AT LODHI ROAD,NEW DELHI</b>					
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>S. No</b>	<b>Description Of Item</b>	<b>Qty.</b>	<b>Unit</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
b)	Overhauling (Minimum 15 HP) squirrel cage induction motor TEFC type 2900 RPM suitable for operation on 415 volts, 3 phase 50 Hz. AC with IP-55 class of protection for enclosure, horizontal foot mounted type with Class - 'F' insulation, confirming to IS:325.	1	set		
4	Reconditioning of Air Vessel 2 Meter high and 450 mm dia suitable to operate Jockey Pump, Main Fire Pump & Diesel Engine Driven Fire Pump	2	Each		
5	Supply, Installation, testing and commissioning of pressure switches for Hydrant / Diesel Engine Driven Pump / Jockey Pumps, diaphragm type, adjustable range from 0-9 bar and a regulation range of 0.1 - 1.5 bar direct mounted SNAP acting type made from die cast aluminium with epoxy powder coated finish and SS316 diaphragm and other wetted parts, including necessary wiring upto control panel & other materials as required as per specifications.	5	Each		
<b>B)</b>	<b>SUB HEAD - II - (HYDRANTS SYSTEM)</b>				
1	Supply, installation, testing & commissioning of Single Headed Internal Hydrant Valve oblique pattern with instantaneous Stainless Steel coupling of 63 mm dia with cast iron wheel ISI marked, conforming to IS : 5290 (Type A), with 80 mm dia flanged inlet, with ABS cap and chain complete with all accessories etc. as required. MAKE-NEWAGE/LIFE GUARD/PADMANI	30	Each		
2	Supply, Installation, Testing and Commissioning of 100% synthetic flax canvas Non-percolating FIRE hose (Type A), I.S.I marked 63mm dia x 15m long with stainless steel male & female couplings (ISI marked) bound & riveted to hose pipes with copper rivets and copper wire as required. MAKE-NEWAGE/LIFE GUARD/PADMANI	60	Each		
3	Supplying and fixing Stainless Steel branch pipe with 20mm dia nozzle conforming to IS:903. suitable for installation connections to hose coupling etc. as required. MAKE-NEWAGE/LIFE GUARD/PADMANI	30	Each		
4	Supplying and Fixing First Aid Hose Reel, wall mounting swinging type complete with drum & bracket of MS construction, spray painted in Post office Red, confirming to IS 884/1995 with upto date amendments, complete with the following as required.				
(a)	36 Meter long 20 mm dia water hose Thermoplastic (Textile reinforced) Type - 2 as per IS : 12585				
(b)	25 mm dia ball valve & nozzle.				

<b>SCHEDULE OF QUANTITIES- FIRE FIGHTING WORK FOR MOES AT LODHI ROAD,NEW DELHI</b>					
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>S. No</b>	<b>Description Of Item</b>	<b>Qty.</b>	<b>Unit</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
(3)	Drum and brackets for fixing the equipments on wall.				
(4)	Connection from riser with stop valve (gun metal) & M.S. Pipe	24	Each		
	MAKE-NEWAGE/LIFE GUARD/PADMANI				
5	Providing and Fixing 15 mm dia gunmetal / brass quartzoid type Sprinkler Head with quartz bulb and set to operate at specified temperature.				
a)	Upright, 68° C, Chrome plated	50	Each		
b)	Pendent type, 68° C, Chrome plated	50	Each		
c)	Side wall type, 68° C, Chrome plated	50	Each		
	MAKE-TYCO/HD				
6	SITC of sprinkler installation valve				
	Supplying, Installation, Testing and Commissioning of Sprinkler installation valve with water gong, pressure gauge, drain valve etc as required 150 mm dia size etc. complete as required.	2	Each		
	MAKE-HD				
7	Supplying and fixing vane type water flow switch suitable for installation on 50 mm to 150 mm dia line for a service pressure upto 20 kg/sq. cm. of Potter / System sensor /Angus	2	Each		
	MAKE-SYSTEM SENSOR				
<b>C)</b>	<b>SUB HEAD - III - (PIPING, VALVES AND ACCESSORIES)</b>				
	<b>SLTC of M.S. pipe on surface</b>				
1.	Supplying, laying, fixing, testing and commissioning of following sizes (NB) of ISI marked heavy class M.S. pipes including cutting, threading, welding etc. and providing all fittings e.g. elbows, reducers, clamps, hangers, flanges, gaskets, nuts, bolts and washers etc. including painting of pipes and fittings with red paint over a coat of ready mixed primer, both of approved quality and shade including cutting holes and chases in brick or RCC walls/ slabs and making good the same etc. complete in all respect as required.				
a)	150 mm dia	290	Metre		
b)	100 mm dia	300	Metre		
c)	80 mm dia	50	Metre		
d)	65 mm dia	200	Metre		

<b>SCHEDULE OF QUANTITIES- FIRE FIGHTING WORK FOR MOES AT LODHI ROAD,NEW DELHI</b>					
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>S. No</b>	<b>Description Of Item</b>	<b>Qty.</b>	<b>Unit</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
e)	50 mm dia	10	Metre		
f)	40 mm dia	10	Metre		
g)	32 mm dia	10	Metre		
h)	25 mm dia	48	Metre		
2	Overhauling of Butterfly valves of PN 1.6 rating of following sizes with nitrile Bronze / G.M. seat duly ISI marked and stainless steel stem with lever/gear operation and cast iron body in powder coated finish for fire fighting application complete in all respects confirming to IS: 13095 as required and including replacement of unserviceable parts, if any.				
a)	250mm dia	4	Each		
b)	200mm	2	Each		
c)	150mm	24	Each		
d)	100mm	6	Each		
e)	80mm	28	Each		
f)	65mm	10	Each		
3	Overlauning of double flanged cast iron Non-Return Valve, PN 1.6 of following sizes confirming to IS : 5312 complete with rubber gasket, GI bolts, nuts, washers etc. as required.				
a)	200mm dia	1	Each		
b)	150 mm dia	4	Each		
c)	100 mm dia	1	Each		
4	Supply, Installation, Testing and Commissioning of 150 mm dia Bourden type, Stainless Steel dial type Pressure Gauge including brass isolation valve and siphon pipe having calibration of 0 - 16 Kg / cm <sup>2</sup>	26	Each		
	<b>MAKE-H-GURU</b>				
5	Supplying and Fixing of Fire Man's axe with heavy insulated rubber as per standard conforming to IS 926	26	Each		
	<b>MAKE-NEWAGE/LIFE GUARD/PADMANI</b>				
<b>D</b>	<b>SUB HEAD - V - (Fire Fighting PANEL )</b>				

<b>SCHEDULE OF QUANTITIES- FIRE FIGHTING WORK FOR MOES AT LODHI ROAD,NEW DELHI</b>					
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>S. No</b>	<b>Description Of Item</b>	<b>Qty.</b>	<b>Unit</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
1	Servicing of Electrical Fire Motor Control Panel of cubical construction, floor mounted type, fabricated out of 2mm. thick CRCA sheet, compartmentalized with hinged lockable doors, dust and vermin proof, powder coated of approved shade after 7 tank treatment process, cable alley, interconnection with solid aluminium strip / single core PVC insulated FRLS copper conductor cable, having suitable mountings for switchgears and accessories and internal control & power wiring with suitable rating PVC insulated FRLS copper conductor, earth terminals, numbering etc. complete in all respects, suitable for operation on 415 V, 3 phase 50 HZ AC supply with enclosure protection class IP 42 with aluminium bus bar etc complete as required.				
	<b>Incoming</b>				
a)	400 Amp. Triple Pole MCCB 50ka	<b>1</b>	<b>each</b>		
b)	Digital voltmeter(0-500volts) with selector switch	<b>1</b>	<b>Each</b>		
c)	Digital Ammeterr(0-500Ampss) with selector switch & CTs etc.	<b>1</b>	<b>Each</b>		
d)	Set of 3 phase indicating lamps	<b>1</b>	<b>Each</b>		
e)	Set of Al.Bos bar 3 phase indicating lamps	<b>1</b>	<b>each</b>		
	<b>Outgoing for Main Fire Pump</b>				
a)	MCCB FP, 200 A (with adjustable thermal magnetic release and (Ics=Icu=35KA), with CT operated digital Ammeter (0 - 300 A), with 3 CT's of 315/5 A, 10 VA, accuracy 1.0, ASS and coloured LED for on (Red) indication - 3 Set (1 Spare)	<b>3 set</b>	<b>each</b>		
b)	Fully Automatic Star Delta Starter suitable for fire Pumps motor of minimum 75 HP complete with over load protection, current sensing type single phase preventer complete with contactors, push button, indicators LED type Auto/manual selector switches all accessories and FRLS copper conductor wiring etc. as required - 2 Set	<b>2set</b>	<b>each</b>		
	<b>Outgoing for Pressurization Pump(Jockey)</b>				
c)	MCCB FP, 63 A, 25 KA with CT operated digital Ammeter (0 - 60 A), with 3 CT's of 60/5 A, 10 VA, accuracy 1.0, ASS and coloured LED for on (Red) indication with adjustable thermal magnetic release - 3 Set (1 Spare)	<b>3 set</b>	<b>each</b>		
d)	Fully Automatic Star Delta Starter suitable for jockey Pumps motor of minimum 15 HP complete with over load protection, current sensing type single phase preventer complete with contactors, push button, indicators LED type Auto/manual selector switches all accessories and FRLS copper conductor wiring etc. as required - 2 Set	<b>2 set</b>	<b>each</b>		

<b>SCHEDULE OF QUANTITIES- FIRE FIGHTING WORK FOR MOES AT LODHI ROAD,NEW DELHI</b>					
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>S. No</b>	<b>Description Of Item</b>	<b>Qty.</b>	<b>Unit</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
	Diesel Engine Control				
e)	Auto / Manual selector switch and 3 attempt Starting device, Electronic timer, Relays, Auxiliary switches, Rotary switches, Tripping relays, Contactors, Push button for manual Start / Stop etc. to make the equipment automatic as per functional requirement.	1	each		
f)	Battery charging unit suitable for 24 V DC with boost and trickle charger, selector switch, with suitable rating transformer, rectifier, RC filter network, fuses on AC and DC protection, 0 - 30 V DC Digital Volt meter, 0 - 20 A DC Digital Ammeter, the charger should be cut off when the engine is started and the batteries shall be charged from battery charging alternator provided in the engine.	1	each		
g)	Suitable rating & type standard relays, contactors and other accessories for automatic operation of diesel engine	1	each		
h)	Indication LED's for high / low lub, oil pressure, water temperature, engine on indicator, with suitable alarms, acknowledgement button etc.	1	each set		
E	<b>SUB-HEAD-V1( FIRE ALARM SYSTEM)</b>				
1	Testing & commissioning of 8 loop microprocessor based analogue addressable fire alarm control panel with zonal indication ,networking card module,etc.(Model EST-3)	1	Each		
2	Testing & commissioning of analouge addressable type multi sensor/smoke/heat detectors with LED indication	342	Each		
3	Testing & commissioning of analouge addressable loop sounders with flasher all fixing materials	36	Each		
4	Testing & commissioning of analouge addressable MCB	30	Each		
5	Testing & commissioning of analouge addressable Control Modules &Mointer Module	20	Each		
6	Testing & commissioning of analouge addressable type photo electric type duct smoke detectors in AHU roomswith dual chamber.	12	Each		
7	Testing & commissioning of fault isolator module	23	Each		
8	Testing of twisted pair 1.5 sqmm shielded FRLS insulated copper conductor flexible wire through existing MS conduit	300	Each		

<b>SCHEDULE OF QUANTITIES- FIRE FIGHTING WORK FOR MOES AT LODHI ROAD,NEW DELHI</b>					
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>S. No</b>	<b>Description Of Item</b>	<b>Qty.</b>	<b>Unit</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
9	Supply, Testing & commissioning of intelligent addressable Repeater panel, including replacement	7	Each		
10	Testing of complete P.A System etc.	1	Each		
<b>GRAND TOTAL</b>					

Note:

1. In case there is any increase or decrease in the quantity of items quoted above, the payment will be increased or decreased on pro-rata basis.
2. Overhauling will include replacement of unserviceable parts, if any. Rates of same are deemed to be included in quoted rates.
3. The lowest bidder will be selected based on the overall lowest amount (Grand total) quoted in Appendix II relating to summary of financial bid document.
4. The quoted rate is inclusive of 12 months maintenance guarantee. During this period, the contractor will carry out periodic servicing of the system and carry out mock drill along with personnel of MoES
5. On completion of the project, the contractor will train the MoES personnel on operation of the system in case of fire. During the period of 12 months maintenance guarantee, the contractor will depute at least one operator from 9 A.M to 5.30 P.M on all days to ensure that there is no system failure. This cost will also be included in the quoted rates.



**APPENDIX II****Summary of Financial Bid Document**

<b>Sr. No.</b>	<b>Sub-Head as per BoQ</b>	<b>Item/Category of work based on BoQ</b>	<b>Amount Quoted</b>
	<b>PART I</b>		
1	A	Pumping Equipment	
2.	B	Hydrants System	
3.	C	Piping/Valves and Accessories	
5.	D	Fire Fighting Panel	
6.	E	Fire Alarm System	
	<b>PART II</b>	Annual Maintenance Contract (AMC) charges for one year	
		Total	
		Taxes, if applicable	
		Grand Total	

Grand Total in Words \_\_\_\_\_

Note:- The lowest bidder shall be decided based on the rates quoted for Repair/up-gradation of Fire Fighting systems and the amount quoted for AMC, taken together. However, the Ministry reserves the right to drop the AMC part and award work only relating to Repair and Up-gradation of these systems.

**TECHNICAL BID**

1.		Name of the Firm	
2.	a.	Full Postal Address	
	b.	Mobile Phone No.	
	c.	Telephone No.	
	d.	Fax No.	
3.		Date of Establishment of Firm	
4.		Name of the contact person to whom all reference shall be made regarding this tender	
5.		PAN No.	
6.		EPF code No.	
7.		ESI code No.	
8.		GST No.	
9.		Turn over details for 3 years	
10.		Labour License	
11.		Total number of Employees.	
12.		Experience as required in the Tender Document (proof to be enclosed)	
13.		Are you in the list of approval contractors of any other organization / institutions, if any give details:-	
14.		Any other information which you consider necessary to furnish	
15.		List of Works successfully completed in the last three years, along with their completion certification	

## **Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app> .

### **REGISTRATION**

1. Bidders are required to enroll on the e -Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>.) by clicking on the link “Online Bidder Enrollment” on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g.Sify/TCS/nCode/eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to other which may lead to misuse.
6. Bidder then logs on to the site through the secured long- in by entering their user ID/password and the password of the DSC/ e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the requirement documents/ tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS/email in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

### **PREPARATION OF BIDS**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard document which are required to be submitted as part of every bid, a provision of uploading such standard documents (e.g.PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space ” or “Other important Documents” area available to them to

upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender documents.
3. Bidder has to select the payment option as “offline” to pay the tender fee/EMD as applicable and enter details of the instrument.
4. Bidder should prepare the IMD as per the instructions specified in the tender documents. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in their tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has given as a standard BoQ format with the tender documents, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it only online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidder’s dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## ASSISTANCE TO BIDDERS

1. Any queries relating to the tender documents and the terms and conditions contained therein should be addressed to the Tender inviting Authority for a tender or the relevant contract person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CCP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 180030702232.

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