

**URBAN ADMINISTRATIVE BUILDING SOCIETY
(Managed by Commissioner of Municipal Administration)**

UAB Campus, No. 75, Santhome High Road,

MRC Nagar, RA Puram, Chennai 600 028

Phone: 29864447 & 2984463

E- mail: uabs.cma @gamil.com

BID DOCUMENT for

**Annual Maintenance of Fire Protection and
Fire Alarm Systems**

Name of work :	Annual Maintenance Contract for Fire Protection and Fire Alarm Systems installed at Urban Administrative Building Campus at NO.75, Santhome Road, MRC Nagar , RA Puram, Chennai 28
Period of Sale of Bid Document :	from 12.09.2019 to 26.09.2019
Time and Date of Pre Bid Meeting :	17.09.2019 at 3.30 PM
las date and Time for receipt of Bids :	27.09.2019upto 3.00 PM
Date and Time for Opening of Received Bids :	27.09.2019at 4.00 PM
Place of Opening of Bids :	Office of Commissioner of Municipal Administration
Office inviting Bids :	The Joint Commissioner of Municipal Administration & Member secretary of Urban Administrative Building Society

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SECTION I

INVITATIONS FOR BIDS (IFB)

Date : 12.09.2019

Bid No. : 2

1. A society has been formed under society Act vide G.O No. Comprising 664 urban local bodies (124 Municipalities, 11 Corporations and 528 Town panchayats) and pooled fund has been collected from these 664 urban local bodies on share basis to establish a separate Administrative office building for Urban Administration (Nagar Nirvagam) to accommodate the Commissioner of Municipal Administration and the Director of Municipal Administration to facilitate all sections under one roof. Government of Tamilnadu issued an order vide G.) No.111 Revenue(LD-4(1) Department dated 04.03.2014 by allocating 6.286 Acres of land in Mylapore village Survey No. 4289 &4290/2 of Mylapore Triplicane Taluk for construction of office building for Commissioner of Municipal Administration and Director Town Panchayat. The construction was proposed to construct G+11 floor office building with centralized air-conditioning system. The total building area is 10920 sqm and each floor approximately has the area of 1015 sqm. Of which it is proposed to have three floors (11th, 10th, and 9th) exclusively for CMA and to have two floors (8th and 7th) exclusively for DTP. The fifth and fourth floors are reserve for common usage. **The building installed with fire fighting arrangements, fire alarm and other fire protection equipments .**
2. On behalf of the Urban Administrative Building Society (UABS) Sealed bids are invited from the qualified bidders by the Member Secretary, of UABS at his office up to 3-00 P.M on **16.08.2019** for the work of **“Annual Maintenance Contract for Fire Fighting / Protection and Fire Alarm Systems”** installed at Urban Administrative Building Campus at N0.75, Santhome Road, MRC Nagar , RA Puram, Chennai 28 .**Bidders are advised to note the minimum qualification criteria specified in Clause 4 of the Instructions to Bidders to qualify for the award of the contract.**
3. Bidding documents (and additional copies) may be downloaded from the www.tncma.in web site on free of cost from 12.09.2019 to 26.09.2019 for a non-refundable fee of Rs 2000 as tender processing fee in the form of Demand Draft on any Nationalized bank payable at Chennai in favour of Urban Administrative Building Society .
4. Bids must be accompanied by security of the amount specified for the work in the table below, drawn in favour of Urban Administrative Building Society. Bid security will have to be in any

Signature of the
Contractor/Tenderer

JCMA & MS of UABS
Chennai- 28

one of the forms of Demand Draft on any Nationalized bank payable at Chennai as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid.

5. Bids must be delivered to Member Secretary of Urban Administrative Building Society on or before 15.00 hours on 27.09.2019 and will be opened on the same day at 16.00 hours, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.
6. A prebid meeting will be held on 25.09.2019.7 at 15.30 hrs. at the office of Commissioner of Municipal administration MRC nagar , Chennai 28, to clarify the issues and to answer questions on any matter that may be raised .
7. Other details can be seen in the bidding documents.

TABLE

work no. 1	Name of work	Approximate value of work (Rs.)	Bid security (Rs.)	Tender Processing fee (Rs.)	Period of completion
1	2	3	4	5	6
1.	“Annual Maintenance Contract for Fire Fighting / Protection and Fire Alarm Systems” installed at Urban Administrative Building Campus at N0.75, Santhome Road, MRC Nagar , RA Puram, Chennai 28	8 lakhs	16,000	5000	12 Months, (including Monsoon period)

Joint Commissioner of Municipal Administration
& Member Secretary of UABS
Office of Commissioner of Municipal Administration

Signature of the
Contractor/Tenderer

JCMA & MS of UABS
Chennai- 28

SECTION 2

Instruction to the Bidders

1. INVITATION:

On behalf of Urban Administration Building society Chennai-400032 Sealed Tenders will be received by the Member secretary/ Chief Engineer of UABS, TANUABS at his office upto 3-00 P.M on **027.09.2019** for the work of “**Annual Maintenance Contract for Fire Fighting / Protection and Fire Alarm Systems**” installed at Urban Administrative Building Campus at N0.75, Santhome Road, MRC Nagar, RA Puram, Chennai 28.

2. FOR SPECIAL ATTENTION:

- (i) Tenderers who are Registered Reputed agency / Registered contractors in any State / Central Government Department / Undertaking from registration under Class-IV as per revised classification with EA license.
- (ii) Tenderer should have executed similar nature of work in the past 3 years with atleast one single work (completed works) costing not less than Rs.8,00,000/- in any one of the preceding three years in any State / Central Govt. Department / Govt. Undertaking Department, MNC's and Major Private Sectors (i.e. from Jan'2017 to Dec'2019) with an annual turnover Rs.16,00,000/- in any one of the preceding three years (i.e. from April 2016 to March.2019).
- (iii) Tenderer should have experience for Operation & Maintenance of **Fire Fighting / Protection and Fire Alarm Systems** Installed in multistoried office complex building in the past three years
- (iv) Tenderers should produce the copy of latest Income Tax Return, PAN and Goods Service Tax registration duly attested.
- (v) The tenderer should produce copies of Audited Balance sheet, profit and loss account etc., duly certified by the Chartered Accountant for the preceding “THREE” years.
- (vi) At the time of awarding the work, the tenderer shall furnish a self declaration certificate in a non-judicial stamp paper (of value Rs.100/-) to the effect that the tenderer would comply with all statutory labour laws including payment of Wages Act 1936 and Minimum Wages Act 1948 with EPF registration.
- (vii) Experience / Performance Certificate issued by the Engineer-in-charge (Not below the rank of Executive Engineer / Project Engineer of the employer) of the work, clearly showing the details of the Name / Designation of the Employer, Value of work, Stipulated period of contract, Date of commencement of work, Date of actual completion of work and Quality of work executed.
- (viii) The Urban Administrative Building Society invites sealed tenders under **"TWO BID SYSTEM"** for the said work. the cover 1 should contains the details requested as proof of evidence as in clause 4 of section II of this document and the Cover 2 should contain the price bid/ financial bid as prescribed in the section v of this document . Both the cover 1 & cover 2 should be put in a bid cover and sealed with wax and

superscripted with the name of work and name of the bidder and designation of the tender inviting authority

- (ix) The successful bidder must execute an agreement as given in section VI of this document which should includes all the instruction given in all the sections of this document

3. DESCRIPTION OF PROJECT:

“Annual Maintenance Contract for Fire Fighting / Protection and Fire Alarm Systems”

installed at Urban Administrative Building Campus at NO.75, Santhome Road, MRC Nagar, RA Puram, Chennai 28.

4. MINIMUM QUALIFYING CRITERIA

<u>Eligibility Criteria</u>	<u>Documents to be Produced</u>
1. Existence of tenderer	: Copies of Certificate of Firm Registration / Declaration of Registration / Partnership Deed / Certificate of Incorporation / Registered Reputed agency / Registered in Class-IV and above with State / Central Govt. Dept. / PSU organization/ MNC/Private sector.
2. E.M.D. Processing fee	: Rs.16000/- DD in favour of Urban Administrative Building Society payable at Chennai Rs.5000/- DD in favour of Urban Administrative Building Society payable at Chennai
3. Annual turnover of Rs.16,00,000/- in any one of the preceding three years. (from April 2016 to March 2019)	: Copies of balance sheet, profit and loss account for the relevant year duly certified by the Chartered Accountant.
4. At least one single work costing not less than Rs.8,00,000/- in any one of the preceding three years. (from Jan 2016 to Dec 2018).	Performance certificate issued by the employer / client / organizations for completed works.
5. Tenderer should have experience in Operation & Maintenance) for for Fire Fighting / Protection and Fire Alarm Systems in multistoried office complex building in the past three years	: Performance certificate issued by the employer / client / organizations for completed works.

6. Compliance with Tax Laws : i) Copy of PAN card
ii) Copy of the latest income tax return
iii) Copy of Goods Service Tax Registration / Verification certificate.

Note: 1. The tender without these documents will be rejected.

2. All the above copies should be duly attested.

5. EVALUATION CRITERIA

The Tender accepting authority shall cause the evaluation of tenders to be carried out strictly in accordance with the qualifications criteria in terms of the required experience, available similar nature of work. Technical and other manpower and financial status furnished along with the tender.

Tenders which an initial examination are found to be not substantially responsive may be rejected by the tender accepting authority.

Out of the tenders found to be substantially responsive after the initial examination, the tenderer who has tendered the lowest evaluated price in accordance with the evaluation criteria shall be determined.

6. GENERAL

- i. Bid form shall be duly filled in, signed and complete in all respects.
- ii. The price should be inclusive of all taxes and local levies if any On FOR destination basis but excluding GST and GST should be indicated separately.
- iii. Rates shall be firm throughout the contract period and no escalation shall be permitted.
- iv. **The rates are including GST @ 18%.**

7. PERIOD OF WORK

The period of completion shall be 1 year from the date of handing over of the site to the successful contractor.

8. EARNEST MONEY DEPOSIT

8.1 Earnest money deposit of **Rs.16,000/- (Rupees sixteen Thousand Only)** must accompany the qualification Tender for this work.

8.2 The Earnest money deposit may be produced in any one of the following forms.

- i. Demand Draft issued by Nationalized or Scheduled Banks drawn in favour of **Urban Administrative Building Society ,Chennai**
- ii. Small savings scripts / Deposits and Accounts duly pledged in favour of **Urban Administrative Building Society ,Chennai**

iii.If upon acceptance of tender, the tenderer withdraws his tender or fails to pay the requisite security deposit amount within the specified period of time, the Earnest money deposit paid with the tenderer will be forfeited.

EMD will be retained in the case of successful tenderer and will not carry any interest. It will be dealt with as provided in the tender.

9. SECURITY DEPOSIT:

9.1 The successful tenderer within 15 days (Fifteen days) from the date of work order shall furnish a Security Deposit for an amount equivalent to 2% of the contract value, which includes the Earnest Money Deposit already paid, and sign the Agreement. If the successful tenderer fails to execute the contract (i.e. sign the agreement) within the aforesaid 15 days time, the Earnest Money Deposits amount remitted will be forfeited.

9.2 The security Deposit in any form of Demand Draft from nationalized bank in Chennai, all are in favour of UABS, Chennai-28.

9.3 In addition to the aforesaid security deposit, the Chief Engineer shall deduct from the running account bills, a sum of equivalent to 5% (five percent) of the total value of each bill as retention money, for due fulfillment of the contract.

9.4 At the time of making final payment, 2½% of retention money shall be refunded and the balance 2½% shall be retained by the department for a period of 3 months and then it will be refunded to the contractor.

10. LANGUAGE:

Tenders shall be offered only in the prescribed forms in “**ENGLISH**” only.

11. VALIDITY OF PRICE TENDER:

The tender shall be valid for a period of 90 days (Ninety days) from the date of opening of Tender.

NOTE:

1. If any of the information furnished by the applicant is found to be concealed or false at a later date, the contract will be terminated forthwith without prejudice to the rights thereon, consequent on termination, the contractor will be banned from business dealings.
2. All the documentary evidences should be stitched neatly (Spiral Binding should be avoided) and the pages should be serially numbered. Index of the Documents produced should be prepared and reference to page number of the documents produced should be furnished in the index.

3. The evaluation will be done only based on the information, evidence, documents, Records, particulars furnished by the applicant and hence the applicants are advised to furnish adequate and relevant information along with requisite documentary evidences without any omission.
4. Brochures, Pamphlets etc, shall also be stitched along with the documents.
5. All applicants are cautioned that the Qualification Tender application contain any deviation from the contractual terms and conditions, specifications or other requirements the same will be rejected as Non-responsive and low performance reliability.

12. OPENING OF TENDER:

The tender will be opened by the Member secretary or by the authorized officer UABS, MRC Nagar Chennai- 28 at **4.00 P.M. on 27.09.2019** in the presence of the tenderers or their authorized representatives who choose to be present. After detailed evaluation, the Tender who satisfy the eligible criteria alone will be considered for comparison rates quoted.

13. METHODS OF TENDERING:

- i. If the Qualification application is made by an individual, it should be signed by the individual, with his full name and his current address.
- ii. If the Qualification application is made by a sole Proprietary firm, it shall be signed by the proprietor along with his full name and full name of the firm with it's current address. Documents with regard to registration as firm by the Registrar of firms or registered affidavits / sworn statement to establish the existence of the firm and its Authority to enter into contract should be produced.
- iii. If the Qualification application is made by a FIRM in partnership, it shall be signed by all the partners of the firm with their full names and current address or by a partner authorized by the firm (either as per Articles of the Deed of Partnership / by power of attorney) for signing in Tenders, Agreements etc. In which case, certified copy of the registered deed of Partnership along with the current address of all the partners and a certified photocopy of the registered power of Attorney issued in favour of the Signatory should be produced.
- iv. If the Qualification Application is made by a "Limited Company" or a "Limited Corporation", it shall be signed by a duly authorized person holding the power of attorney for signing the application, in which case, the certified copy of the power of the attorney shall accompany the qualification application. Such limited company or corporation shall also furnish satisfactory evidence of its' existence along with the Qualification schedule.
- v. QUALIFICATION APPLICATION FROM JOINT VENTURES ENTERED AFTER THE PUBLICATION OF THIS TENDER ARE NOT ACCEPTABLE.

- vi. All the originals of the documentary evidences shall be produced, if asked for, for verification at the time of opening of Qualification Tender or subsequently.

14. NEGOTIATION:

Negotiation of rates will be made only with the lowest tenderer for reducing the quoted rates.

15. RATES AND PRICES:

This is a fixed price contract. Price adjustment clause (To account for rise or fall in the money value during the contract period) is not operable for this contract and the tendered amount should remain "FIRM" during the entire period of contract.

16. WHOM TO CONTACT:

The UABS building Maintenance Engineer, MRC Nagar, Chennai-400028 may be contacted for further information in the matter.

17. DURATION OF THE CONTRACT:

The AMC service contract is initially for a period of one year from the date of work order and if the service is satisfied by the employer then the contract may be extend with the approval of General Body of the Urban Administrative Building Society. for further two years based on performance and mutual consent. No further extension of the contract, beyond three years, will take place under any circumstances.

18. PENALTY CLAUSE:

- a) The AMC service contractor is expected to pay five visits in a year, however, on receipt of specific complaints the contractor shall be issued a service deficiency notice. On receiving a deficiency notice, the contractor shall make necessary arrangements to rectify the deficiency within two days, If not a penalty of 2% of the a visit amount payable for the particular deficiency work.

b) Penalty- In case of delay in execution of the work:

Recover from the supplier/contractor towards liquidated damages a sum @ 0.05% (zero point Zero Five percent) of the value of work for a day, or Part thereof subject to maximum of 5% (five percent). OR Purchase from elsewhere on account and at the risk of supplier, for the items/ Materials not delivered / Maintenance Personnel not provided.

c) Deduction for Exceptions / Liquidity Damages:

The deduction shall be made for the following jobs, if missed as exception. Such exceptions will duly be conveyed to the contractor by Officer-In-Charge of UABS in writing.

- i. Not properly carrying out the jobs as defined for 'daily '-2% (each item/collection of exception)

- ii. Not properly carrying out the job as defined for 'weekly'-3% (each item/collection of exception)
- iii. If the required quantity/ No of personnel not provided in any of the day by the contractor, payment will be reduced proportionately or UABS will engage the personnel equivalent category to maintain the office from open market and the actual cost incurred by UABS will be recovered from the contractor's bill.

However, if the exceptions become general practice, action will be initiated as deemed fit for termination of contract.

Section III

SCOPE AND TERMS & CONDITIONS

Operation & Preventive Maintenance for Fire Fighting / Protection and Fire Alarm Systems installed at Urban Administrative Building Campus at 75, santhome road, MRC Nagar, RA Puram, Chennai 28.

DAILY BASIS

1. Monitoring Fire Alarm Control Panel's healthiness and indicators condition.
2. Monitoring Fire Pump House control Panel's healthiness and indicators condition.
3. Checking Pressure Gauge to ensure required pressure in Line.
4. Necessary LOG BOOKS for operation of DIESEL ENGINE & PUMPS has to be maintained daily by the contractor and has to be produced for verification by the SIDCO Engineer.
5. The Helper and technician should deliver the duties a LIFT operator and front office manager in addition to the the core works assigned relevant to the preventive maintenance for firefighting / protection and fire alarm system .

WEEKLY BASIS

1. Checking Battery condition (Voltage & Charging current) in Fire Alarm Control Panel and Diesel Engine driven pump set.
2. Checking water level at Fire protection water sump.
3. Checking gland package at each pump set.

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Contractor/Tenderer

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4. Checking diesel level and coolant level in diesel engine.
5. Checking and taking test run in Jockey pump set, Main pump sets and Diesel engine pump set.
6. Cleaning of Pump room, all pump sets and all accessories.

MONTHLY BASIS

1. Preventive Maintenance and Checking of Smoke detectors in each zone random wise.
2. Preventive Maintenance for Functioning of Fire Alarm Control Panel to creating Fire, Open and Short condition manually.
3. Preventive Maintenance for Functioning of manual call point unit and Sounder (Hooter).
4. Preventive Maintenance of General Service and lubrication for Jockey pump set, Main pump set and Diesel engine driven pump set.
5. Preventive Maintenance, Checking and lubrication of Floor Hydrant valves (Landing valves), Yard Hydrant valves, Hose reel drum and Hose boxes.
6. Preventive Maintenance, Checking and lubrication of all Butterfly valves, Ball valves and Needle valves.
7. Checking Functioning condition of Non-Return valves and Y-Strainer.
8. Flow and Pressure checked at Hydrant valves and Hose reel drum random wise.

QUARTERLY BASIS

1. Cleaning of Smoke Detector in each zone.
2. Cleaning and lubrication of Fire Brigaded Inlet.

HALF YEARLY BASIS

1. Cleaning and Checking of circuit boards in Fire Alarm Control Panel.
2. Cleaning and Checking of Insulation in Fire pump house control panel.
3. To drain the staged water in the Sprinkler line.
4. Performance test of demo test for Hydrant and Hose reel points.
5. Greasing and lubricating of all Pump set.

YEARLY BASIS

1. Demo Test for full system of Fire Hydrant / Sprinkler system and Fire Alarm System.

PERIODICAL TESTING & MAINTENANCE CHART

1.	Main Water sump	Level Checking	.....	Weekly once
		Cleaning	.....	Once in 2 year
2.	Pump	Running Test	.....	Daily 5 minutes
		Test Flow	.....	Annually
		Lubrication	.....	Quarterly
		Gland packing	.....	Weekly
		Overhaul	.....	Once in 2 Years
3.	Engine	Running	.....	5 minutes daily
		Lubrication	.....	Quarterly
		Battery	.....	Weekly
		Load Test	.....	Annually
		Over haul	.....	Once in 2 years
		Fuel Tank	.....	Daily
4.	Motor	Lubrication	.....	Weekly
		Starter	.....	Weekly
		Insulation	.....	Half yearly
5.	MAIN PIPING	Flushing	.....	once in 2 years
		Gauge Pressure	.....	Daily
6.	Sluice valves	Operation	.....	Monthly
		Gland packing	.....	Monthly
		Lubrication	.....	Quarterly
7.	Installation valves	Operation	.....	Weekly
		Alarm Check	.....	Weekly
		Over haul	.....	Annually
		Cleaning	.....	Quarterly
8.	Sprinklers	Cleaning	.....	Quarterly

		Flow Test	.....	Quarterly
9.	Detector Elements	Performance	.....	Once in 6 months
10.	Sprinkler Installation	Performance	.....	Quarterly
		Physical Check up	.....	Monthly
11.	Pressure Gauges	Calibration	.....	Annually
12.	Painting of installation		.....	Once in 2 years.

SECTION IV

A. GENERAL TERMS AND CONDITIONS ANNUAL MAINTENANCE:

1) **Risk Insurance:**

The work executed by the Contractor under this contract shall be maintained at the contractor's risk until the work is taken over by the Superintending Engineer. The contractor shall accordingly arrange his own insurance against all natural calamities, fire and other acts of God during such period and the Corporation shall not be liable for any loss or damage.

2) **Standard Specification:**

For detailed description of various items of work to be executed in addition to the brief description given in the Schedule-A and for the rights and obligations of the contractors etc., the attention of the contractors is invited to the TNBP which should be followed in all respects both in letter and spirit. The materials used, the workmanship, the mode of execution of the work etc., should conform to relevant specification of TNBP or National Building Code for Indian Standard specifications as may be specified.

3) **Safety Code:**

The safety measures and all amenities for the labour shall be made by the contractor at his cost as indicated in the safety code vide appendix to General Conditions to contract, and clause 34, 35 and 42-1 to 42-6 of General conditions to contract.

4) **Employees Provident Fund:**

All rates quoted in the tender shall be inclusive of EPF contribution payable towards the labour engaged by the contractor for execution of work and the contractor should remit the EPF contribution on every month as specified by the EPF authorities.

5) **Recovery of dues under Revenue Recovery Act:**

Any amount fallen due from the contractor on account of his contract even after recovering from the bills for this work and any other contract awarded to the contractor, then the amount is liable to be recovered under the provisions of Revenue Recovery Act.

6) **Arbitration:**

Dispute if any arise related to the contract, will be tried to be settled amicably by the Managing Director of SIDCO. If it is not settled amicably within 30 days from the date of dispute communicated, then the matters will be settled through arbitration. The arbitration will be carried out in accordance with Arbitration act 1996 and place of arbitration will be at Chennai only.

A Panel of Arbitrators will be nominated by Member secretary of the **UABS** on receipt of such request from either party, after signing of the Agreement. Matters to be arbitrated upon shall be referred to a Sole Arbitrator. **UABS** shall provide three Arbitrators which may also include **Officers of the CMA/DTP not less than the rank of Executive Engineer unconnected with the subject contract. The Contractor shall not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an officer of the CMA.** The **Contractor** shall have to choose the Arbitrator from this panel of three Arbitrators for selection of Sole Arbitrator.

7) After completion of preventive maintenance work on quarterly basis should be reported to the component Authority of UABS.

8) The agency shall be solely responsible for compliance to provision of various labour and industrial laws and all statutory obligations such as wages, allowance, compensations, PF, bonus, gratuity, ESI, etc relating to workers provide to UABS. The UABS shall have no liability in this regard.

9) The agency shall be solely responsible for any accident /medical/health related liability /compensation. The UABS shall have no liability in this regard.

10) The agency shall follow the instruction given by UABS from to time.

11) Tax applicable shall be deducted from the bill.

12) The agency shall be solely liable for all payments/dues including wages to persons deputed in UABS.

13) Any violation of instructions / agreement or suppression of facts will attracted cancellations of agreement with any reference with forfeiture of EMD and security deposit.

14) The agency shall ensure that personnel deputed bear good moral character and do not indulge in theft or pilferage. In the event of any theft or pilferage by electrical personnel coming to the notice of the UABS such person will be handed over to the police and agency informed.

15) The personnel provided by the agency will not claim to become the employees of the UABS and there will be no employee and employer relationship between the personnel engaged by the agency for deployment in UABS.

16) Decision of UABS in regards to interpretation of the terms and conditions and the agreement shall be final and binding on the agency.

17) In case of any dispute between the agency and UABS, UABS shall have the right to decide. However all matters of jurisdiction shall be at the local courts in Chennai.

B. SPECIAL CONDITIONS FOR AMC:

1. The contractor and his staff must abide by various rules and regulations of UABS as prevalent from time to time.
2. The contractor shall comply with all exiting labour legislation and Acts, such as contract labour regulation Act, electrical contractor, workmen's compensation act, minimum wages act, payment of wages act, provident act, etc. for any lapse or breach on the part of the contractor in respect of non-compliance of any labour legislation in force during the validity of the contract, the contractor would be fully responsible and would indemnify the UABS , in case the UABS is held liable for the lapse on the part of the contractor.
3. Non – compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.
4. The contractor and his staff shall comply with all instructions and directions of the UABS authority given from time to time. In the event of any emergent situation, the staff of the contractor shall comply with instructions given by the UABS authorities, without waiting for confirmation by the contractor.
5. It will be the responsibility and liability of the contractor to have accident insurance policy of its staff to cover accidental as per workmen's compensation act during electrical maintenance UABS will not be liable in this regard in any manner.
6. The Contractor shall be responsible to maintain the equipment and other articles if issued by the UABS in good conditions. In case of any damage he shall be responsible to carry out the repairs without any delay to avoid any interruption in service. Cost of repair shall be borne by the contractor himself. In case of theft or damage contractor shall replace items lost, broken or damaged with items of the same quality at his own cost and expense.
7. The contractor will work in close co- operation and co-ordination with other agencies working at site.
8. UABS is not bound to provide any mode of transport in respect of men or material required for the contract.
9. The contractor has to deploy the electricians if required during holidays and Sundays also without any extra cost.
10. All statutory obligations under various laws from time to time will have to meet by contractor for which no extra payment shall be made to him at any time during the contractual period.
11. The contractor will be solely and exclusively responsible to adhere to meet out all statutory obligations under Indian law in respect of compliance of all rule, regulation and directions give by any statutory authority with regard to safety, labour laws or any other prevalent laws and submit an undertaking and proof of payment to its employees as per minimum wages rates to UABS each month along with claim for payment.
12. Sub-contracting of the contract is strictly prohibited.
13. Dispute, if any arising out of other service contracts shall be settled by mutual Discussion. The decision of UABS shall be final in the matter.
14. The contractor is liable for any loss direct or indirect due to the delay in inspection or attending to faults whatsoever or due to fire, explosion or any other circumstances

C. SPECIFIC TERMS AND CONDITIONS:

1. The contractor must coordinate and liaison with Tamil Nadu Electricity Board on behalf of UABS.
2. The agency shall be responsible for Electrical inspection from office of the chief Electrical inspector, (Licensee of Electricity Board) as per norms on behalf of UABS without any additional charge, however the statutory fees if any is required to be deposited, the amount of fees shall be reimbursed by UABS on submission of original receipt of payment of such fees along with bill of the UABS as required by Tamil Nadu Electricity Board.
3. For the above maintenance any or all (routing, special) tools, plants, instruments etc. and consumable items viz. grease, oil, cloth, dhoti etc. needed are to be arranged by the contractor at his own cost. UABS will not provide anything to the contractor. Material for replacement will be provided by UABS.
4. Maintenance record to be maintained by contractor.
5. During break down maintenance if required more skilled / un-skilled workers are may be deployed by the contractor to complete the work without much interruption of electricity supply to different / any part of the building.
6. In case of break down immediate action must be taken to rectify the fault and restore the supply within reasonable time as considered by UABS failing which penalty clause will be revoked.
7. Contractor must ensure that all the installation and accessories provided for Different installations are in their positions, levels, directions etc.
8. The contractor should have their maintenance people accessible either by person or by phone during or after office Hours and if called for one to attend to work for repairing, rectification or servicing or as required for the smooth functioning of fire protection etc.
9. The contractor supervisor shall be available at all times for receiving instructions from UABS. He shall also attend all site meetings and Co-ordination meetings & arrange to carry out work smoothly .as .per the agreed time schedule. Any Instruction given to the site supervisors shall be considered as if the same is given to the contractor.
10. The firm shall be responsible for the security / insurance of their staff working a site and UABS will not be responsible in any manner in case of any accident / mis-happening.

11) Amendment for inclusion of additional clauses 56-4, 56-5 and 56-6 to the General conditions of contract, TNBP volume- III.

CLAUSE 56-4

In case where the Government under the terms of the contract with the contractor are liable to supply any materials, articles or things to the contractor for the performance by him of his part of the contract, the Superintending Engineer, may at his absolute discretion extend the time within which such materials, articles or things may be supplied by the Government and the Government may supply to the contractor such materials, articles or things within the time so extended without any liability on their part to compensate the contractor by reason of the extension of time for the supply of the materials articles or things.

CLAUSE 56-5

In case where the Government under the terms of the contract with the contractor are liable to supply any materials, articles or things to the contractor for the performance by him of his part of the contract and the Government for any reason are unable to supply such materials, articles or things either within the time specified in the contract or within the time extended under clauses 56-4. The Superintending Engineer, may at his discretion or at the request of the contractor, determine the whole or any part of the contract which cannot be performed by reason of the failure to supply such materials, articles or things and the contractor shall not be entitled to claim any damages or compensation in respect of such determination. The contractor shall, however be paid the value of the work already done by him and the cost of materials, articles or things if any collected by him up to the date of such determination and left unused on the work-spot (which shall be taken over by the Superintending Engineer) either at the contract rates or at the values deduced from the through rates included in the contract. When the contract is determined at the discretion of the Superintending Engineer, he shall give notice in writing to the contractor and the decision of the Superintending Engineer to determine the contract shall be final and binding on the contractor.

Explanation:

The expression "Through Rates" means the rate for the finished items of work or the all in rates, that is to say, the rates for the finished items of work inclusive of the cost of materials and labour.

CLAUSE 56-6

If, at any time after the acceptance of the tender, the Government shall; for any reason whatsoever not required the whole or any part of the works to be carried out, the Superintending Engineer shall give notice in writing of the fact to the contractor, who shall have no claim to any compensation or other payments whatsoever on account of any profit or advantage he might have derived from the execution of the work in full but which he didn't derive in consequence of the termination of the works. He shall be paid at contract rates for the work executed by him including any additional works such as clearing of site etc; that may be rendered necessary by such termination. He shall also be allowed a reasonable payment as decided by the authority next higher in rank, to the authority which accepted the

tender, for any expense incurred by him on account of labour and materials, articles or things collected, but which could not be utilized on the works as verified by the Superintending Engineer. Such decision shall be final and binding on both the parties and shall not be subject to arbitration under clause -69.

Note:

- 1) The clauses were originally numbered as 59-A, 59-B and 59-C and approved in G.O. Ms No.564 PW dated 22.02.1960 but found to be omitted while approving over all amendments to general conditions to contract in G.O.Ms No. 2659 PW dated 23.12.1970. The omissions was brought to the notice of Government in CE(GI)'s letter dated 07.04.1982 and the above clauses were ordered to be included as clause 56.4, 56.5 & 56.6 in Government's letter No. 2163/Y2/95-4 PWD Dated 19.09.1996 communicated in CE (GI)'s Memo No. CTO/A/470.70 dated 08.10.1996.
- 2) The clauses were approved by the Government may be pasted as an amendment slip to the General conditions of the contract appended to T.N.B.P volume – III.

- 3) The above clauses may be added as special conditions while issuing Tender schedules for state Government funded or deposit works to avoid any objections from the Contractor at a later stage.

Section V

TENDER OFFER

To

**The Member Secretary
Urban Administrative Building Society
Chennai – 600 028.**

Sir,

We **M/s.** _____ **Company** do hereby tender and, if this tender be accepted, undertake to execute the following work of **“Annual Maintenance Contract for Fire Fighting / Protection and Fire Alarm Systems”** installed at Urban Administrative Building Campus at N0.75, Santhome Road, MRC Nagar, RA Puram, Chennai 28. as shown in the drawings and described in the specifications with such variations by way of alterations of, additions to, and omissions from the said work and method of payment as provided for in the conditions of contract for the sum of **Rs._____ (Rupees _____ Only) including GST @ 18%.**

We have also completed the prices of items in Schedule ‘A’ annexed (in words and figures) for which we agree to execute the work and receive payment on measured quantities as per the general and Special condition of Contract”.

We hereby distinctly and expressly declare and acknowledge that before the submission of our tender We have carefully followed the Instruction in the tender notice and that We have made such examination of the contract document and of the plans,

Signature of the
Contractor/Tenderer

JCMA & MS of UABS
Chennai- 28

specification and quantities, and of the location where the said work is to be done and such investigation of the work required to be done and in regard to the materials required to be furnished to enable us to thoroughly understand the intension of and the requirement, covenants agreements, stipulation and restrictions contained in the contract and in the said plans and specification and condition and agree that We will not hereafter make any claim or demand upon the UABS , based upon or arising out of any alleged misunderstanding or misconception or mistake on our part of the said requirement, covenants, agreement stipulations, restrictions and condition. If a contract for works is placed on a tenderer with higher rates in preference to the lowest acceptable offer, in consideration of offer of earlier performance of works, the contractor will be liable to pay the UABS, the difference between the contract amount and that of the lowest acceptable offer in case of failure to perform the work specified in the tender and incorporated in the contract.

We being reputed contractor in Electrical enclose the latest Income Tax verification/have already produce Income Tax verification certificate (here particulars of the previous occasion on which the certificate was produced should be given). The local address of the Contractor/s for services of all letters and notices will be as follows. Address: We enclose G.S.T. clearance Certificate obtained from Commercial Taxes Department.

We enclose sum of **Rs._____ (Rupees_____ Only)** as earnest money which will not bear interest in the form of drawn/endorsed/pledged in favour of Member Secretary, UABS .

If our tender is not accepted this EMD sum shall be returned to us on our application when intimation is sent to us of rejection or at the expiry of 3 months from the last date for receipt of this tender whichever is earlier. If our tender is accepted the earnest money shall be retained by the UABS as security for the fulfillment of the contract. If upon written intimation to us by the Superintending, UABS office We fail to attend the said office before the end of the period specified on such intimation, the tender will not to be considered and if on intimation being given to us by the Member Secretary of UABS , regarding acceptance of our tender We fail to make the additional security deposit and furnish the Bank Guarantee and to enter into the required agreement as pe the tender notice, then We agree to the forfeiture of the earnest money. If any notice is served on us delivered to us (Registered or Ordinary) or left at our address given herein, such notice sent by person/post/Fax will be deemed to have been served on us.

We fully understand that on receipt of communication of acceptance of tender from the accepting Authority, there emerges a valid contract between us and UABS. We fully understand that the written agreement to be entered into between us and UABS shall be the foundation of the rights of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by us and then by the Member secretary of UABS to enter into contract on behalf of UABS.

In consideration of the payment of **Rs._____ (Rupees _____ Only) including GST @ 18%** or such other sum as may be arrived at under relevant clauses of General Conditions of contract and Special Conditions of contract relating to payment on lump sum basis or by final measurement at unit prices, We agree, subject to said condition to execute and complete the works shown upon the drawings and described in the general conditions and special conditions.

We agree that the time should be considered as the essence of this contract and to commence the works as soon as the contract is accepted by the competent authority and the site (or premises) is handed over to us and to carry out the work for the stipulated period of one year from the date of handing over of the site.

We agree that upon the terms and condition of this contract being fulfilled and performed to the satisfaction of the member secretary of UABS the security deposited by us as herein before cited or such portion thereof as We may be entitled to under the said condition be paid back to us as and the performance Bank Guarantee returned as provided for.

The Courts of Chennai shall have the exclusive jurisdiction in all matters pertaining to this contract.

Signature of the witness in
full and address with name in block letters

To

**The Member Secretary / The Chief Engineer,
Office of Commissioner of Municipal Administration
Chennai – 600 028.**

1. We **M/s.** _____ **Company** do hereby agree to execute the whole work of of **“Annual Maintenance Contract for Fire Fighting / Protection and Fire Alarm Systems”** installed at Urban Administrative Building Campus at NO.75, Santhome Road, MRC Nagar, RA Puram, Chennai 28, described in the accompanying tender for several sums and in the case of measured works, at the several rates set forth in the schedule here to attached and signed by us.
2. We further to undertake the work for **12 (Twelve) Months** from the date of instructions at the time of accepting tender to proceed with the work or from the date of handing over the site whichever is later.
3. We do hereby declare that we have read and fully understood the contents of F(1) of the General Conditions to the Contract in PWD and the General specifications for fire protection and safety in Government Buildings.
4. We do agree to bind ourselves to abide by and fulfill the General Conditions of Contract and the conditions attached to the specification and in default thereof to pay to the Corporation any reasonable compensation for such breach of contract, the sum of money mentioned in the said conditions.

Signature of the
Contractor/Tenderer

JCMA & MS of UABS
Chennai- 28

5. We do further agree to make good at our own expenses all defect, in the installation which appear within four months period from the date of bringing the installations into beneficial use when such defects are due to defective workmanship or materials executed or supplied by us.
6. We have paid **Rs.16000- (Rupees sixteen Thousand Only) vide Demand Draft No: _____, Dt: _____ of _____ Bank, _____ Branch, _____.**
7. We are professionally qualified and our qualifications are as follows.

**M/s. _____ Company,
(Write full address)**

We in pursuance of clause of tender notice undertake to employ the following technical staff for supervising the work and will see that one of them is always at site during working hours personally checking all items of works and paying extra attention to such works as may require special attention.

Name of the members of the
Technical Staffs to be employed

Qualification and
Experience

8. On behalf of the UABS, the above tender for a value of **Rs. _____ (Rupees _____) including GST @ 18%** is accepted on this day ___^t of **September 2019** for **1 (One)** item only.

Signature of the witness in
full and address with name in
block letters

SCHEDULE - A

SCHEDULE OF RATES AND APPROXIMATE QUANTITIES

- a) The quantities given here are those upon which the lumpsum tender cost of the work is based but they are subject to alterations, omissions, deductions, or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The unit rates noted below are those governing payment for extras or deductions or omissions according to the conditions of the contract, as set- forth in the Preliminary Specification of the Tamil Nadu Building Practice and other conditions or specification of the contract.

- b) It is to be expressly understood that the measured work is to be taken net (not withstanding any custom or practice to the contrary) according to the actual quantities when in place and finished according to the drawing or as may be ordered from time to time by the Superintending Engineer and the cost calculated by measurement or weight at the respective prices, without any additional charge for any necessary or contingent works connected therewith. The rates quoted are for works in site and complete in every respect.

Signature of the
Contractor/Tenderer

JCMA & MS of UABS
Chennai- 28

SCHEDULE - A

Name of Work: “Annual Maintenance Contract for Fire Fighting / Protection and Fire Alarm Systems” installed at Urban Administrative Building Campus at N0.75, Santhome Road, MRC Nagar, RA Puram, Chennai 28					
Sl. No	Qty	Description	Rate in Figures and in Words	Unit	Amount
1	2	3	4	5	6
1		Supply of Technical Man Power for Operation & Maintenance of Fire Fighting / Protection and Fire Alarm Systems in Urban Administrative Building Campus at N0.75, Santhome Road, MRC Nagar, RA Puram, Chennai 28 (Rate including GST @ 18%)			
a)	1 No (One)	Technical Supervisor (Diploma Engineering with any certified course on Fire Fighting / Protection knowledge)		1 No (Each)	
b)	1 Nos (Three)	Technical Operators (ITI with adequate experience in Fire Fighting / Protection System)		1 No (Each)	
c)	1 No (One)	Helper		1 No (Each)	
d)	1 Lot (One)	For Monthly Maintenance of Fire Fighting / Protection and Fire Alarm Systems		1 Lot (One Lot)	

Signature of the
Contractor/Tenderer

JCMA & MS of UABS
Chennai- 28

Sl. No	Qty	Description	Rate in Figures and in Words	Unit	Amount
1	2	3	4	5	6
			Total for 1 Month		97,755.00
			Total for 12 Months (October 2018 to September 2019)		11,73,060.00
			GST @ 18% in Rs.		2,11,151.00
			Net Total including GST in Rs.		13,84,211.00
(Rupees Thirteen Lakhs Eighty Four Thousand Two Hundred and Eleven Only)					

Note: The above rates are including GST @ 18%.

Signature of the
Contractor/Tenderer

JCMA & MS of UABS
Chennai- 28

SECTION VI

AGREEMENT NO: SE/2018-19

ARTICLES OF AGREEMENT

Articles of Agreement made this day _____

_____ between the _____ (herein after called the MS UABS , which expression shall where the context so admits includes his successors in office and (assigns) representing the Tamil Nadu Small Industries Development Corporation Ltd., (herein after called the Corporation) of the one part and **M/s.**

_____ (herein after called the Contractor which expression shall where the context so admits includes his heirs, executors, administrators and legal representatives) of the other part WHEREAS the Corporation are desirous for the work of “**Annual Maintenance Contract for Fire Fighting / Protection and Fire Alarm Systems**” installed at Urban Administrative Building Campus at N0.75, Santhome Road, MRC Nagar, RA Puram, Chennai 28 and have caused an estimate of probable quantities contained in Schedule A, specifications describing the work to be done.

AND WHEREAS the said Schedule A, drawings numbered serially 1 to - **(Nil)**, the scope of work and all other content stated in the tender document (Section I to Section VI) have been signed by or on behalf of the parties hereto.

AND WHEREAS the contractor has agreed to the retention by the Corporation of the earnest money of **Rupees 16000 /- (Rupees sixteen Thousands Only)** paid by them when they submitted their tender as security for the due fulfillment of the contract to the satisfaction of the member secretary of UABS / Chief Engineer, CMA, Chennai-600 028.

AND WHEREAS the Contractor has also signed the copy of the Tamil Nadu Standard Specifications and addenda volume there to and National Building Code / Tamil Nadu Building Practice in acknowledgement of being bound by all the conditions of the clauses of the General Condition of the Contract and all the standard specifications or items of works described by a standard specification number in Schedule-A and the scope of work and all other content stated in the tender document (Section I to Section VI).

Signature of the
Contractor/Tenderer

JCMA & MS of UABS
Chennai- 28

AND WHEREAS the Contractor has agreed to execute upon the subject to the conditions set forth in the General Condition of the contract of the Tamil Nadu Standard Specifications and such other conditions as are contained in all the specifications forming part of this contract (hereinafter referred to as :the said conditions”) the works shown upon the drawings and described in the said specifications and set forth in Schedule-A as the “Probable quantities” and comply with rate of progress noted at the end of this Articles of Agreement for a sum of **Rs._____ (Rupees _____Only) including GST @ 18%** or such other sum as may be arrived at under the clause of the General Conditions of the Contract relating to “Payment on lump sum basis or by final measurement at unit prices”.

Now it is hereby agreed as follows:

1. In consideration of the payment of **Rupees _____ including GST @ 18%** or such other sum as may be arrived at under the clause of the General conditions to the contract, relating to payment on lumpsum basis or by final measurement at unit prices, We agree, subject to said conditions to execute and complete the works shown upon the said drawing serially numbered from 1 to - **(Nil)** inclusive (Schedule-B) and described in the specifications (Schedule-C)) and to the extent of probable quantities shown in the Schedule-A with such variations by way of alteration of , additions to or deductions from the said works and method of payment therefore as are provided for in the said conditions.
2. The term “Member secretary/ Chief Engineer of UABS” in the said conditions shall mean the UABS Officer in charge for the time being over the work who shall be competent to exercise all the powers and privileges reserved herein in favour of the UABS with the previous sanction of or subject to ratification by the competent authorities in case where such sanction or ratification may be necessary.
3. The arbitrator for fulfilling the duties setforth in the arbitration clause of the General conditions to the contract shall be the person so appointed by the Chairman/ Member secretary of Urban Administrative Building society in his/ her sole discretion.
4. The time shall be considered as the essence of the agreement and the Contractor hereby agrees to commence the work as soon as this agreement is accepted by competent authority as defined by the Tamil Nadu Public Works Department Code and the site (or premises) is handed over to them as provided for in the said conditions and

agrees for **12 (Twelve) Months** from the date of such handing over of the site (or premises) and to show progress .

5. The said conditions shall be read and constructed as forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreements on their parts, respectively.
6. Upon the terms and conditions of this agreement being fulfilled and performed to the satisfaction of the Chief Engineer of CMA, the security deposited by the Contractor as herein before recited or such portion thereof as they may be entitled under the said condition shall be returned to the Contractor.
7. In witness where of the Contractor **M/s.** _____ **Company**, has hereunto set their hand and the Chief Engineer of CMA on behalf of and by the order and direction of Urban Administrative Building society as hereunto set his hand the day and year first above written.

Signature of the
Contractor/Tenderer

JCMA & MS of UABS
Chennai- 28

Signature of the
Contractor/Tenderer

Superintending Engineer
TANSIDCO, Chennai-32