

**THALAMUTHU-NATARAJAN BUILDING
MANAGEMENT COMMITTEE
CHENNAI-600 008.**

COVER –II

PRICE TENDER DOCUMENT

TENDER SCHEDULE FOR THE WORK OF

**“ MAINTENANCE OF FIRE FIGHTING SYSTEM IN T.N.BUILDING
EGMORE, CHENNAI-600008”**

PERIOD OF CONTRACT : ONE YEAR

TENDER DOCUMENTS

1. Name of Work : Maintenance of Fire Fighting System
in T.N.Building, Egmore,
Chennai-600 008.

2. Serial Number :

3. Number of pages : 31 Nos

4. Tender Document cost : Rs. 7,080/-

5. E.M.D. : **Rs. 15,900/-**

6. Issued by : The Officer On Special Duty,
TNBMC, Egmore,
Chennai-8.

7. Issued to :

8. Dated Initial of Officer :

Sd/xxxxxxxxxxxxxx
Officer On special Duty
THALAMUTHU-NATARAJAN BUILDING
MANAGEMENT COMMITTEE,
EGMORE,CHENNAI- 600008.

PARTICULARS TO BE FURNISHED BY THE TENDERER

- 1) Name of the tenderer and address :
- 2). Name of Work : Maintenance of Fire Fighting System in T.N.Building, Egmore, Chennai-600 008.
.
- 3) Date of tender : 22.06.2022.
- 4) Details about EMD enclosed for this tender and its validity :
- 5) Registered class of the tenderer with monetary limit and department in which registered (certified copy of the registration and current live certificate should be attached) :
- 6) Proof for experience as prescribed in Tender notice :
- 7) Whether latest income-tax return (or) SARAL with PAN is enclosed? :
- 8) Whether GST clearance certificate is enclosed?
- 9) If any other details

CONTRACTOR

Sd/xxxxxxxxxxxxxx
Officer On special Duty
THALAMUTHU-NATARAJAN BUILDING
MANAGEMENT COMMITTEE,
EGMORE,CHENNAI- 600008.

SALIENT FEATURES IN TENDER NOTICE

1. Name of Work : Maintenance of Fire Fighting System in T.N.Building, Egmore, Chennai-600 008.
2. Period of Issue of Bid Documents : From 06.06.2022 to 21.06.2022 (Tender) Between 10.00 am to 4.00 pm
3. Last Date and Time for Receipt of bid (Tender) : on or before 3.00 P.M. on 22.06.2022
4. Office where bid are to be deposited/where bids will be opened : Office of The Officer On Special Duty T.N.Building Management Committee., No.1, Gandhi Irwin Road, Egmore, Chennai-600 008.
5. Time and Date of opening of pre-qualification bid : **4.30 PM on 22.06.2022.**
6. Earnest Money to be deposited with Tender : **Rs. 15,900/-**
7. Eligibility criteria :
 - 1) 5 yrs. experience in similar works with an annual turnover of **Rs. 23,82,000/-** in any one of the preceding five years (From April 2016 to March 2021).
 - 2) Tenderer should have experience for operation and maintaining of fire fighting system in multistoried office complex building in the past five years
 - 3) At least one single work (completed works) costing not less than **Rs. 7,95,000/-** in any one of the preceding five years in any State / Central Government Department / Govt. Undertaking. (From Jan'2017 to Dec'2021).
8. Validity Period for Tender : 90 days from the date of opening of price Tender Document
9. Contract Period : 12 months from the date of handing over of the site.

Contractor

TENDER OFFER

To

THE OFFICER ON SPECIAL DUTY
THALAMUTHU-NATARAJAN BUILDING
MANAGEMENT COMMITTEE
1,GANDHI-IRWIN ROAD
EGMORE, CHENNAI - 600 008.

Sir,

I/We do hereby tender and, if this tender be accepted, undertake to execute the following work “ **Maintenance of Fire Fighting system in T.N.Building, Egmore, Chennai – 600 008 for a period of 12 months**”, 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 works and method of payment as provided for in the conditions of contract for the sum of Rs.....(Rupees only).

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

I/we hereby distinctly and expressly declare and acknowledge that before the submission of my/our tender I/We have carefully followed the Instruction in the tender notice and that I/We have made such examination of the contract document and of the plans, 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 me/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 I/We will not hereafter make any claim or demand upon the BMC ,based upon or arising out of any alleged misunderstanding or misconception or mistake on my/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

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works, the contractor will be liable to pay the BMC, 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.

I/Webeing reputed contractor in
.....
..... 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:
I/We enclose G.S.T. clearance Certificate obtained from Commercial Taxes
Department.

I/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 Executive Engineer,
Division-I, Construction Wing, BMC.
I am/we are
and hence exempted from payment of EMD.

If my/our tender is not accepted this EMD sum shall be returned to me/us on
my/our application when intimation is sent to me/us of rejection or at the expiry of
3 months from the last date for receipt of this tender whichever is earlier. If my/our
tender is accepted the earnest money shall be retained by the BMC as security for
the fulfillment of the contract. If upon written intimation to me/us by the Officer
On Special Duty, TNBMC office I/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 me/us by the Officer On Special Duty, TNBMC
regarding acceptance of my/our tender I/We fail to make the additional security
deposit and furnish the Bank Guarantee and to enter into the required agreement as
defined in clause 10.3 of the tender notice, then I/We agree to the forfeiture of the
earnest money. If any notice is served on me/us delivered to me/us (Registered or
Ordinary) or left at my/our address given herein, such notice sent by
person/post/Fax will be deemed to have been served on me/us.

I/We fully understand that on receipt of communication of acceptance of tender
from the accepting Authority, there emerges a valid contract between me/us and
BMC. I/We fully understand that the written agreement to be entered into

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between me/us and BMC 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 me/us and then by the Officer On Special Duty, TNBMC to enter into contract on behalf of BMC.

In consideration of the payment of Rs..... (Rupees..... only) 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, I/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.

I/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 me/us and to carry out the work for the stipulated period of one year from the date of handing over of the site.

I/We agree that upon the terms and condition of this contract being fulfilled and performed to the satisfaction of the Officer On Special Duty, TNBMC the security deposited by me/us as herein before cited or such portion thereof as I/We may be entitled to under the said condition be paid back to me/us as provided for in clauses 10.2 and 11 of tender notice and the performance Bank Guarantee returned as provided for in clauses of tender notice.

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

Contractor

No. of corrections:

Sd/xxxxxxxxxxxxxx
Officer On Special Duty,
TNBMC.

TENDER NOTICE

1. For and on behalf of the T.N.Building Management Committee sealed tenders will be received by the Officer On Special Duty, TNBMC at his Office up to **3.00 p.m.** (Office Clock) on **22.06.2022** for the work of “ **Maintenance of Fire Fighting System in T.N.Building, Egmore, Chennai – 600 008 for a period of 12 months**”,
2. The tender should be in the prescribed form obtainable from the Officer n Special Duty, TNBMC from **06.06.2022 to 21.06.2022** on all working days during the office hours between 10.00 AM and 4.00 PM.
3. The Pre-Qualification bids will be opened by the Officer On Special Duty, TNBMC at his office at **4.30 p.m.** as per the Office Clock, on the same day (i.e.,) on **22.06.2022**
4. The tender accepting Authority or any other Officer authorized by it shall open the tenders in the presence of tenderers or their authorized agents. On opening the tender, the members of the Tender Scrutiny Committee shall initial the main bid, including the prices and any corrections. In case of discrepancy between price quoted in words and in figures, the lower of two shall be considered.
5. Tenders must be submitted in sealed covers and should be addressed to The Officer On Special Duty, T.N.Building Management Committee, Ground Floor, CMDA, Tower-I, No.1, Gandhi Irwin Road, Egmore, Chennai-8.. The name of the tenderer and the name of the work date and time of opening of tender shall be noted on the cover.

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- 5.1 The proposal shall be submitted in two cover system with the pre-qualification document and tender document sealed in separate covers, clearly marked as “Pre-qualification documents” and “Price Tender documents” for proper identification.
- 5.2 Both the covers shall be individually sealed and shall be put together in another outer sealed cover.
- 5.3 All the covers shall clearly mention name of work, name of tenderer, either cover No. I or II (Pre- qualification or Tender document) as the case may be.
- 5.4 Cover No.I (Pre-qualification document): This cover shall be clearly marked as Pre-Qualification document and should contain the prescribed EMD and Pre-Qualification details duly filled, in the prescribed schedule issued by BMC.
- 5.5 Cover No.II (Tender document): This cover shall be clearly marked as Price Tender document and should contain tender documents duly filled, in the prescribed schedule issued by BMC.
- 5.6 First Cover No.I (Pre- qualification document) will be opened to verify its contents as per requirements. If the various documents contained in this cover do not meet the requirements, a note will be recorded accordingly by the Bid opening Authority and the said Tenderer’s cover No.II (Price Tender document) will not be considered for further action.
- 5.7 The Pre-qualification details furnished by the tenderer will be scrutinised by an evaluation committee constituted for this purpose.
- 5.8 As the scrutiny of Cover No.I will take some time, it will not be possible to open cover No.II on the same date. After scrutiny of Cover No.I and its evaluation, suitable date for opening of Cover No.II will be communicated to the pre-qualified bidders. Cover No.II will be opened, on the prescribed date & time and in the presence of the bidders who remain present at the time of opening.
6. If the tender is made by an individual, it shall be signed with the full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name, by a member of the firm, who shall also shall sign his own name and the names and addresses of each member of the firm shall be given. If the tender is made by a corporation,

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it shall be signed by duly authorized Officer who shall produce with his tender satisfactory evidence in support of his authorization. Such tendering corporation may be required before the contract is executed, to furnish evidence of its corporate existence.

7. The tenderers should be a reputed registered agency or Registered contractors in any State / Central Government Department / Undertaking under class-III as per revised classification (with a monetary limit upto Rs.30.00 lakhs and above).
8. The tenderer should have executed similar nature of works in the past five years and atleast one single work (completed works) costing not less than **Rs.7,95,000/-** in any one of the preceding five years in any one the State / Central Government Department/ Govt. Undertakings (i.e. from Jan'2017 to Dec'2021) with an annual turnover of **Rs. 23,82,000/-** in any one of the preceding five years (i.e. from April 2016 to March.2021).
- 9.1. Each tenderer should produce copy of latest Income Tax Return or SARAL, PAN CARD ., duly attested by the Notary Public at the time of tender. If not produced, the tenders will be summarily rejected.
- 9.2. Each tenderer should produce a copy of GST Registration.
- 9.3. In case of proprietor or partnership firm it will be necessary to produce the certificate / PAN for the proprietor or proprietors and for each of the partners as the case may be.
- 9.4. If the tenderer is a registered contractor in the department and if certificate for the current year had already been produced during the calendar year in which the tender is made, it will be sufficient if the particulars regarding the previous occasion in which the certificate was produced are given. However a attested Xerox copy of the certificates shall be furnished.
- 9.5. The tenderer must not have been debarred or black listed by any of the Central / State Govt. Departments / Govt. Undertakings.
- 9.6 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 Minimum Wages Act 1948 etc.**

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- 9.7 All tenderers should produce a certificate of reputed firm, registration and experience, as prescribed in Tender Notice. 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.
10. Each tenderer must pay as Earnest money Deposit a sum of **Rs. 15,900/-** (Rupees Fifteen Thousand Nine Hundred Only) in any form of security such as (1) National Savings Certificate pledged in favour of Officer On Special Duty, TNBMC (2) Demand Draft from scheduled Bank in favour of the Officer On Special Duty, TNBMC payable at Chennai (3) Fixed Deposit Receipt from a Scheduled Bank in Chennai, duly pledged in favour of the Officer On Special Duty, TNBMC subject to the condition that the short term securities obtained shall be kept valid for reasonable tenure till decision of tender is finalized. If the National Savings Certificate Postal Scripts, Post Office Savings not pledged in favour of Officer On Special Duty, TNBMC are enclosed with pledge forms signed by the contractor without actually pledging, the tender will be summarily rejected. The Earnest Money Deposit will be refunded to the unsuccessful tenderers on application after the decision on the tender is taken or at the expiration of 120 days from the date of tender whichever is earlier. This refund will be authorized by the Officer On Special Duty, TNBMC. The Earnest Money Deposit will not be received in cash or currency notes or cheques or Prize Bonds or IPOs or Bank Drafts from non-scheduled bank. The successful tenderer should replace the EMD in the form of small savings script / deposit accounts etc., duly pledged in favour of T.N.Building Management Committee, Egmore, Chennai-08.
- 10.1. Tenders not accompanied with the notified Earnest Money Deposit in the acceptable form shall be summarily rejected.

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- 10.2. Earnest Money Deposit will be retained in the case of successful tenderer and will not carry any interest.

In addition to the EMD specified in the tender notice as noted above, the tenderer should give consent in writing as per Annexure-I, along with the tender that he will furnish Performance Guarantee in the Performa as per Annexure-II. If the tenderer fail to give the above undertaking along with the tender, his tender will be rejected. The performance Guarantee shall be for a value of 5% of the contract amount.

The performance Guarantee will be returned to the contractor on completion of work, as decided by the Officer On Special Duty, TNBMC.

11. The successful tenderer will be notified by a letter sent by registered post to the address shown on his tender that his tender has been accepted. The tenderer shall attend the Office of the Officer On Special Duty, TNBMC on the date fixed by written information to him. He shall, forthwith upon intimation being given to him by the Officer On Special Duty, TNBMC of acceptance of his tender, sign an agreement in the proper departmental form for the due fulfillment of the contract. A further security deposit of 2% of the tender value minus EMD already paid, or such other sums as will be intimated to him shall be furnished in the shape of Small Savings Scripts. This security deposit together with the Earnest Money Deposit and the amount withheld according to the clause 110 of the Standard Specification to S.S.R.B. shall be retained as security for the due fulfillment of this contract. If, upon intimation being given to the successful Tenderer by the Officer On Special Duty, TNBMC of acceptance of his tender, the tenderer fails to make Performance Guarantee, the further security deposit and or additional security deposit and to enter into the referred agreement, it will be considered as just cause for the annulment of the award of contract and the said earnest money referred in clauses of the tender notice shall be forfeited, not as a penalty but in payment of liquidated damages sustained as a result of such failure. If the contractor fails to carry out the contract, after paying the requisite deposits then he will be liable for the excess expenditure, if any incurred to complete the work as contemplated in the conditions of the contract.

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- 11.1. The written agreement to be entered into, between the contractor and BMC together with tender documents, i.e., tender notice tender offered by the contractor, conditions to the contract, special conditions of the contract, negotiations, correspondence, written communication of acceptance of tender etc., shall constitute a valid contract and that shall be the foundation of all rights of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the contractor and then by the proper Officer authorized to enter into contracts on behalf of the BMC.
12. All E.M.D. and Security Deposits referred to in clauses above, specially retained on behalf of BMC shall not carry any interest for this contract. Such portions of the deposit which shall not have become forfeited by BMC shall be returned on the expiry of 3 months after the completion of work.
13. The Tenderers should enclose a performance certificate issued by the Department/Institutions for whom they have executed works indicating the nature and cost of the works, experience and capacity of tools and plants etc., in possession with them.
14. The validity of the tender 90 days from the date of opening of the Price Tender document.
15. The tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of tendering and for entering into a contract and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.

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No. of corrections:

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16. The contractor's quotation shall be for the complete work and shall include all taxes, imposed by Central Government or State Government or local Authorities. The quotation shall be firm and shall not be subject to any fluctuation in prices on any account whatsoever. The quotations shall also include for transportation, loading and unloading, freight charges, transit insurance etc.,
17. The written Agreement to be entered into between the contractor and TNBMC shall be the foundation of all rights of both the parties and the contract shall not be deemed to be complete until the Agreement has first been signed by the Contractor and then by the proper officer authorized (Officer On Special Duty) to enter into contract on behalf of TNBMC.
18. The BMC shall always have the right to alter the specification, by omission or addition or deduction at its discretion. The tenderer should quote specific rates for each item in the schedule and the rates should be in Rupees and paise. The rate should be written both in words and figures and the units in words. The tenderer should also show the total of each item and the grand total of the whole contract, and quote in the tender a lumpsum for which he will undertake to do the whole work subject to the condition of the contract, such lumpsum agreeing with the total amount of Schedule 'A'. This schedule accompanying the lumpsum tender shall be written legibly and free from erasures or over writings, or conversions of figures. Corrections where unavoidable should be made by crossing out, initialing dating and rewriting. While comparing the tender if there is any difference in the rate between figures and words the lower of the two shall be considered. Tenders not submitted in the proper form or in due time will be rejected.
19. The Date of commencement will be the date on which the site premises are handed over to the contractor.
20. No part of the contract shall be sublet or delegated the work to any other person, and the tenderer shall make their own arrangements for all the tools and plants required for the execution of the work.

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21. The tenderers should engage and employ requisite manpower as specified by BMC in the schedule for the work. They should ensure that entire staff are available at the site with excellent quality of service on all days including holidays.
22. If the tenderer fails to employ the requisite manpower as indicated above or if there is any lapse in the maintenance works or in the use of materials or labour a monthly penalty upto 10% of agreement value will be levied and recovered in the payment due to the contractor.
23. The tenderer submitting a quotation which the tender accepting authority considers excessive or indicative of insufficient knowledge of current prices or a definite attempt at profiteering, will render himself liable to be debarred, if the accepting authority may decide to do so.
24. The tenderer shall take risk insurance at his cost against losses due to unprecedented floods and other acts of Nature and the BMC will not bear the cost towards such damages.
25. The contractor shall not employ the labour below the age of 14 years.
26. The BMC besides the review once in 6 months, reserves its right to terminate the contract either in part or in whole, in case of poor performance, misrepresentation of facts, non-compliance of the terms & conditions, rules and regulations, safety codes etc., by giving 30 days advance notice, in which case the deposits paid will be forfeited.
27. It shall be expressly understood by the tenderer that on receipt of written communications of acceptance of tender from the accepting authority there emerges a valid contract between the BMC and the tenderer for execution of the work.
28. In the event of the work being transferred to any other officer of BMC the officer concerned having jurisdiction over the work shall be competent to exercise all the powers and privileges reserved in favour of the BMC.
29. The contract shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time.

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30. Any specifications for items which are not available in any of the documents, then the work shall be executed according to sound engineering practice as approved or instructed by the Engineer-in-charge.
31. The Officer On Special Duty, TNBMC reserves the right to reject any tender or all the tenders without assigning any reason thereof.
32. The Courts of Chennai shall have the exclusive jurisdiction in all matters pertaining to this contract.
33. **The contract Agency should comply with provision of all statutory labour laws including minimum wages Act. 1948, contract Labour (Regulation and Abolitions) Act. 1970 etc.,**
34. Though the contract is initially a period of one year, the contract period may be extended for two more terms of one year each with increase in rates at 5 % over the previous year, depending on the performance of the contractor which would be reviewed periodically. Extension of contract will not be automatic.

Contractor

No. of corrections:

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Officer On Special Duty,
TNBMC.

AGREEMENT

Articles of the agreement made this dayof2022 between TNBMC represented by the Officer On Special Duty, (hereinafter called the 'TNBMC' which expression shall mean and include unless the repugnant to the context or meaning thereof its successors, administrators and assignees) of the part and ...successful tenderer (herein after called the 'contractor' which expression shall mean and include unless repugnant to the context or meaning there of its successors, administrators, executors and assignees) of the other part having their office at

Whereas the Contractor have agreed to execute the work of ““ **Maintenance of Fire Fighting System in T.N.Building, Egmore, Chennai – 600 008 for a period of 12 months**”, for a sum of Rs..... - (Rupees only) and whereas the contractor have further agreed to abide by the terms and conditions set forth in the articles in the Agreement, schedules attached herewith.

NO. OF CORRECTIONS:

Contractor

No. of corrections:

Sd/xxxxxxxxxxxxxx
Officer On Special Duty,
TNBMC.

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 OSD/TNBMC and the cost calculated by measurement or weight at the respective prices, with out any additional charge for any necessary or contingent works connected therewith. The rates quoted are for works in site and complete in every respect.

Contractor

No. of corrections:

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TNBMC.

SHEDULE-A

MAINTENANCE OF FIRE FIGHTING SYSTEM IN T.N.BUILDING, EGMORE, CHENNAI-600008.					
FOR A PERIOD OF 12 MONTHS					
Sl. No.	Qty.	Description	Rate in figures and in words	per	Amount
1	2	3	4	5	6
1	1 No	Fire Officer with minimum 3 years of good experience (Rtd station fire officer from TNFRS)		person/ month	
2	1 No	Plumber with minimum 5 years of experience with good knowledge of fire pumps - 100 HP, 25HP electrical & diesel pumps servicing of entire hydrant & sprinkler system servicing maintenance and repairs of mechanical parts of the fire protection system.		person/ month	
3	4 Nos.	Fire Guards with minimum 5 years experience with knowledge of fire safety equipments and all types of fire extinguishers and periodical checking servicing maintenance of fire hoses, MCP sprinkler bulbs, hydrant outlet valves hose reel drums, fire escape route lock key etc.,		person/ month	

NO.OF CORRECTIONS:
NO.OF OVERWRITINGS:

Contractor

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TNBMC.

Sl. No.	Qty.	Description	Rate in figures and in words	per	Amount
1	2	3	4	5	6
4	1 No	Service Engineer with well experienced in fire alarm panel, fire detectors, hooters MCPs, diesel & Electricals pump charging & control panel system servicing of this fire alarm system testing once in a week.		person/ month	
5	L.S	Hire charges for tools and plants, cost of consumable items and other charges.		L.S	
			For one month		
		GST @ 18 %			
			Total for one month		
			Total for 12 months		
(Rupees					

Note : The rates quoted should be inclusive of ESI & PF as per Govt. Norms in column (4).

NO.OF CORRECTIONS:

NO.OF OVERWRITINGS:

Contractor

Sd/xxxxxxxxxxxxx
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TNBMC.

SCHEDULE –B

- 1 Undertaking (Annexure-I)
- 2 Annexure – II
3. General terms & conditions
4. Special conditions

Contractor

No. of corrections:

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TNBMC.

ANNEXURE-I
UNDERTAKING

I / we hereby agree to produce Performance Guarantee either in the form of a Demand Draft / Deposit Receipt payable at Chennai / an irrevocable Bank Guarantee from a Scheduled Bank in Chennai, Deposit Receipt or N.S.C. Certificates at the time of awarding of the Contract, in case if my / our tender is considered for award on intimation as per Clause 10.3 of Tender Notice.

Contractor

No. of corrections:

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TNBMC.

ANNEXURE-II

PROFORMA

THE PROFORMA FOR THE PERFORMANCE GUARANTEE FOR THE
FULFILMENT OF THE TERMS OF THE CONTRACT.

(To be given by the Scheduled Bank in Chennai)

To
THE OFFICER ON SPECIAL DUTY
THALAMUTHU-NATARAJAN BUILDING
MANAGEMENT COMMITTEE
1,GANDHI-IRWIN ROAD
EGMORE, CHENNAI - 600 008.

Dear Sir,

We herewith guarantee to you that M/s.
(Name of Contractor)
Having their Registered Office at

(hereinafter 'THE CONTRACTOR') shall strictly comply with all the provisions of the contract, including its appendices and attachments, dated_____ between the Officer On Special Duty, TNBMC hereinafter "THE EMPLOYER" and THE CONTRACTOR in respect the execution of the works of the “ **Maintenance of Fire Fighting System in T.N.Building, Egmore, Chennai – 600 008**”,

Upon your informing in writing that the contractor has not fulfilled all or any of the provisions of the contract we shall pay you, within Ten (10) days from the date of the delivery of your demand to us, the sum mentioned in your demand, and this without your having to substantiate or to base or to prove to us in any manner whatsoever the grounds of your above demand.

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This Guarantee is limited to a total sum of Rs. (Rupees

(Indian Rupees), and you will have the right to realise it from time to time and make demands there under for any amount that you may deem fit, provided that the total of the amount that we shall have to pay you under this Guarantee shall not exceed the aforesaid sum of Rs.

(Indian Rupees).

Consequently, in so far that you do not realize this guarantee in whole at one time, this Guarantee will remain in its full force in respect of the sum equal to the difference between the above total sum of Rs.

(Indian Rupees) and the sum total of the amounts we have paid you in respect of it.

This Guarantee shall be in force until and inclusive upto 12 Noon on_____ and any demand from you there under should be delivered to us until that time. After that time this guarantee shall cease to be effective.

Provided always, we, the Bank of Unconditionally undertake to renew this Guarantee or to extend the period of Guarantee from year to year within two months before the expiry of the period or the extended period of the guarantee as the case may be on being called upon to do so by the Employer and if the guarantee is not renewed or the period extended, then the Bank of

The Bank shall pay to the Employer the full amount of the Guarantee on demand and without any demur.

Contractor

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GENERAL TERMS & CONDITIONS

1. Contractor should engage adequate personnel with required qualification and experience to ensure excellent quality of service.
2. Adequate supervision will be provided by the contractor with the help of qualification supervisors.
3. The contractor should have their contact office at Chennai with telephone & attendant, and should engage the required personnel as specified in the schedule of work to ensure excellent quality of service on all days including holidays and shall keep the attendance register which is liable for checking by the BMC.
4. The contractor shall provide at least one person with basis knowledge of the entire fire fighting & detection system for all the 24 Hours in three shift including holidays with extra person during night hours alone as an additional reinforcement to monitor the entire system with proper record of an attendance register should be posted for each shift and no person be allowed to extend his duty beyond one shift on overtime basis without the prior written permission of the committee.
5. The contractor would also ensure that due care is taken in employing proper persons to ensure smooth execution of the jobs covered in this contract and shall provide all his employees with uniform, identification badges with photos as approved by the BMC.
6. The Contractor has to test for the worthiness of each and every work after its completion to the entire satisfaction of the official's incharge of the Maintenance works.
7. The contractor shall remove from work his workers who are found to be negligent in their duties or whose presence in the premises is otherwise objectionable.

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8. **The contractor would ensure responsibility to obtain necessary licenses and ensure compliance of all the statutory regulations such as ESI, PF etc., that are in force and that may become applicable in future from time to time in all matters concerning this contract. Proof of remittance of ESI, PF etc., to Authority should be furnished to BMC once in every month without fail. Evidence in support of payment of minimum wages should also be produced every month.**
9. The contractor would take necessary insurance cover for accidents, Acts of Nature and towards any other dues that would become payable by him under “Work Men Compensation Act” or any other statute that would be applicable. The BMC will not become liable under this account.
10. The contractor rate includes cotton waste , grease, cleaning materials like CTC / CRC, Powder, Brasso etc., for the maintenance works.
11. The contractor shall provide all the required instruments, tools, test kits etc., for the regular maintenance & emergency use of the fire fighting operations systems.
12. The work shall be carried out generally in accordance with relevant Fire act & rules and to the full satisfaction of the committee.
13. The OSD/TNBMC reserves its right to terminate the contract either in part or in whole, forthwith in case of poor performance non – compliance of the terms & conditions, rules and regulations, safety codes etc., by giving 30 days advance notice, in which case the deposits paid will be forfeited.
14. The arbitration shall be subjected to Indian Arbitrator Act, 1940, and the venue of arbitration shall be at Madras. The courts of Chennai shall have the exclusion jurisdiction in all matters pertaining to this contract
15. The contractor should submit invoices in duplicate every month enclosing the inspection report and certificate obtained from the various representatives of the owners. The report should clearly indicate the details of the job carried out satisfactorily.
16. The contractor would indemnify BMC against all liabilities and any amount that may become payable due to lapse or non-compliance of any statutory obligations by him.

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17. The contractor would be responsible for all breakages or loss of any property attached to the Terminal as well as that of the co-agencies working in the terminal (movable, immovable in this Terminal) attributable to the contractor's negligence and the cost of such damages/replacement would be borne by the contractor.
18. The contractor shall report immediately, any incident/evidence which may indicate or is likely to lead to the collapse of the maintenance system and to immediately take emergency corrective steps to avoid any major fault for damages to the system.
19. The BMC will not be responsible for any personal injury or loss to the representatives / labourers of the contractor or loss of materials owned by contractor while he is on the job at the T.N.Building.
20. The contractor should observe all the disciplinary and safety codes as applicable in general and as specified in particular in the Terminal. He should also work in co-ordination with other maintenance agencies for the overall benefit of the T.N.Building.
21. The contractor should carryout any other instruction as given from time to time by the Engineer in-charge on behalf of the BMC.
22. The Engineer in-charge can give a call to the contractor whenever any unexpected problem developed in the system which will be called as "Emergency Call" and such problem should be attended immediately on emergency basis.
23. If the Inspection Officer finds any lapse in the maintenance work or in the use of materials or labour he may impose suitable monetary penalties upto 10% of the agreement value which will be recovered in the monthly payments due to the contractor.
24. In the event of the work being transferred to any other officer of BMC the officer concerned having jurisdiction over the work shall be competent to exercise all the powers and privileges reserved in favour of the BMC.

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25. Separate persons should be posted for each shift (6.00 am – 2.00 pm, 2.00 pm – 10.00 pm and 10.00 pm – 6.00 am) and no person be allowed to extend his duty beyond one shift on overtime basis without the prior written permission of the Engineer in-charge that too on a special case only. Further no person shall be allowed to leave his duty position even after the close of that particular shift, unless proper reliever takes over the job from him.
26. Five percentages (5%) of the value of contract be deposited in favour of Officer On Special Duty, TNBMC for the period 3 months beyond the Agreement time as Performance Bank Guarantee. (Vide 10.3 of Tender Notice). Any loss/damage to any movable/immovable property in the terminal that could not be recovered will be adjusted from this cash deposit if such loss/damage is due to the negligence on the part of the contractor. This deposit amount will not bear any interest and the amount remaining after the adjustment for any loss/damage will be refunded on successful completion of the contract period and after proper handing over of the charges to the new incumbent. In case if the loss is more than the deposit value the same will be recovered from the other payments due to the contractor, or under Tamil Nadu Revenue Recovery Act (Tamil Nadu Act-II 1864) as amended from time to time.
27. The contractor should submit his payment invoice in duplicate every month enclosing the inspection report if any issued by the Inspecting Officers.
28. Payment will be made on monthly basis taking into consideration of the following :
 1. Subject to the conditions that all the clauses specified in the agreement complied with.
 2. Subject to the attendance of required number of workers on all days.
 3. Subject to the maintenance of records like Hydrant & Sprinkler pumps, Fire alarm system, Battery register etc., specified by BMC.
 4. Subject to the certification of the bill from the concerned authorities.

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SCOPE OF WORK

FIRE FIGHTING SYSTEM

1. The fire alarm & wet hydrant & sprinkler system should be maintained , so that those systems should be alive round the clock on both auto /manual modes and the water pressure in the hydrant & sprinkler system should always be maintained at 10 kg/ sq.cm.

2. All the mechanical and allied parts of the entire fire fighting system and equipments should be cleaned, polished, serviced and maintained and tested / operated at least once in a month.

3. All the Electrical and allied parts of the entire fire fighting system equipments should be cleaned ,serviced and maintained and tested once in a month.

Schedule of Periodical Maintenance

- | | |
|---|----------|
| 1. Fire Alarm system complete in the
T.N.Building.
(Detectors, Manual call points, Hotters & PA system) | Monthly |
| 2. Hydrant & sprinkler system complete
in the T.N.Building | Monthly. |
| 3. All Electrical and Diesel pumps of Hydrant
and Sprinkler system including suction and
delivery & valves and all electrical &
electronics parts auxiliaries. | Monthly |
| 4. The valves, nozzles, hose reels should be checked for free operation
regularly. | |
| 5. The hoses / hose reels should be dried and spread with suitable
powder for effectiveness and long life. | |

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6. The water in the hydrant & sprinkler system should be drained and recharged periodically.
7. Periodical testing of all the hydrant & sprinkler lines should be done as specified in the relevant codes.
8. The fire extinguishers will be checked for free operation and will be arranged to be sent to be manufacturer for test & refilling if necessary.
9. The detectors (Smoke & Heat), Manual Cal Points, Hooters & PA system should be checked / serviced for free operation regularly.
10. This agreement covers routine maintenance and replacement of spares, for which the required materials will be supplied by BMC.
11. The contractor should educate periodically the security guards, electricians, plumbers and other staff of the BMC on the basis of fire fighting and rescue operations. However imparting fire fighting to the other floor occupants will be on a chargeable basis.

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PAYMENTS:

No advance amount will be paid to contract Agency Monthly payment conforming to the attendance of the employees as per documents to be maintained by the contract Agency and shown to the T.N. Building Management Committee shall be made within two weeks after submission of the bills. The contract Agency shall submit bill along with the copies of wages slips without delay. Along with the bills the contract Agency shall also submit the copies of

- a) The attendance sheets
- b) The contract Agency shall pay the monthly wages to contract Agency employees deployed with the bank by crediting the savings bank account of the contract Agency employees with any bank. The contract Agency shall provide the list of the employees and their bank account details to TNBMC. The agency shall furnish the details / proof of payments made to employees through banks to BMC every month.**
- c) TNBMC shall not make any direct payment of whatsoever nature to the contract Agency employees. All payment payable by TNBMC in connection with or arising out of this agreement shall be made only to contract Agency and not to the contract Agency employees .

No part of the contract shall be sublet without written permission of the OSD, TNBMC, nor shall transfer be made.

Contractor

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TNBMC.