



Government of India  
**NATIONAL DISASTER MANAGEMENT AUTHORITY**  
NDMA Bhawan, A-1 Safdarjung Enclave,  
New Delhi --110029  
Ph. No. 26701270, Fax No. 26701834



F.No. D-14011/1/2010 – G & C

Dated : 13.10.2022

**As Per List**

**Tender Notice**

Subject: “Renovation / Repairing of 5<sup>th</sup> floor Chander lok Building , 36, Janpath Rd, Peeragarhi Village, HC Mathur Lane, New Delhi, Delhi 110001 measuring 6400 sqft approximately as per attached Annexure including AC/ Furniture’s/ Electrical & IT works / Civil work etc - regd.

Quotations are invited from Central/ State PSUs/ PWO’s / PWD’s for Renovation / Repairing of 5<sup>th</sup> floor Chander lok Building , 36, Janpath Rd, Peeragarhi Village, HC Mathur Lane, New Delhi, Delhi 110001 measuring 6400 sqft approximately as per attached Annexure’s for AC/ Furniture’s/ Electrical & IT works / Civil work etc

2. Interested Centre /State PSUs/ PWO’s / PWD’s may send their sealed quotations to the Under Secretary (General Section), NDMA Bhawan, A1, Safdarjung Enclave, New Delhi, by latest 31.10.2022.
3. Terms & conditions of the contract as laid in Annexure – 1
4. The bidding Centre /State PSUs/ PWO’s / PWD’s may visit the 5<sup>th</sup> floor Chander lok Building on the working days between 10 AM to 5 PM to assess the works to be carried out ( as per Annexure 2 ) in the said location. They may contact SO (Gen.) NDMA Bhawan, New Delhi (Tel No 01126701700) for any clarification.
5. The envelope superscribes as “NDMA Bhawan, New Delhi” and addressed to Under Secretary (Gen), NDMA Bhawan, New Delhi, which should be submitted by latest 31.10.2022.
- 6 The NDMA reserves the right to reject the quotation in whole or in part without assigning any reason thereof.

Encl:

Annexure – 1 & 2

(Ashok Kumar Gupta)  
Under Secretary (Gen)  
Tel.26701862

## List of Central/State PSU's

1. **Shri Anurag Aggarwal**  
General Manager  
TCIL Ltd  
Corporate office  
Address: TCIL Bhawan Outer Ring Rd, VSNL Colony, Greater Kailash I,  
Greater Kailash, New Delhi, Delhi 110048
2. **D.K Chabra**  
Manager  
Broadcast Engineering Consultants India Ltd.  
Address: C-56, A/17, C Block, Phase 2, Industrial Area, Sector 62, Noida,  
Uttar Pradesh 201301 , Mobile Number : 9868393813
3. **NBCC Services Ltd.**  
Corporate office  
Address: Local Shopping Complex, East Kidwai Nagar, New Delhi, Delhi
4. **Executive Engineer – Works**  
CPWD  
Sewa Bhawan, R.K.Puram, New Delhi-66.
5. **Manager**  
HPSHHC Ltd  
(Himachal Govt. Emporium)  
C-3 Baba Kharak Singh Marg New Delhi - 110001
6. **Manager**  
NHHDC Ltd  
(Nagaland Sales Emporium)  
Govt. of Nagaland Undertaking  
C-2 State Emporia Complex  
Baba Kharak Singh Marg ,  
New Delhi - 110001
7. **Manager**  
Assam Government Marketing Corporation Ltd  
B-1 State Emporia Complex  
Baba Kharak Singh Marg ,  
New Delhi - 110001
8. **Manager**  
UPHDMC Ltd  
B-5 State Emporia Complex  
Baba Kharak Singh Marg ,  
New Delhi – 110001
9. **Shri V.K Nimesh**  
Executive Engineer – PK  
NDMC – Room No. 1615  
Palika Kendra New Delhi

**MEMORANDDUM OF UNDERSTANDING & TERMS & CONDITIONS FOR**

“Renovation / Repairing of 5<sup>th</sup> floor Chander lok Building , 36, Janpath Rd, Peeragarhi Village, HC Mathur Lane, New Delhi, Delhi 110001 measuring 6400 sqft approximately as per attached 2D drawing & 3D Concept including AC/ Furniture’s/ Electrical & IT works / Civil work etc.

Memorandum of Understanding/Agreement made on \_\_\_\_\_ day of \_\_\_\_\_, 2022 between the **NATIONAL DISASTER MANAGEMENT AUTHORITY (NDMA)**, A-1 Safdurjung Enclave , New Delhi 110029 which expression shall, unless the context requires another or different meaning, include its representatives and assigns.

AND

( **Name of the PSU/Govt. Undertaking** ) a company registered under the companies Act, 1956 with its Registered office at \_\_\_\_\_, which expression shall unless the context requires another or a different meaning include their successors, heirs, legal representatives, executors, administrators and assigns on the other part.

**AND WHEREAS (Name of the PSU/Govt. Undertaking) has offered to take up and execute the aforesaid works as per the estimates submitted by (Name of the PSU/Govt. Undertaking) for undertaking the work on agency charges @ \_\_\_\_\_ % of the actual cost of works & any other taxes.**

**NOW THEREFORE,** this MOU/ Agreement witnessed and it is hereby agreed between the parties as follows:

**1. SCOPE OF WORK:**

1.1 The scope of work for execution of the project by **(Name of the PSU/Govt. Undertaking)** shall include the following activities:

- (i) Execution of work and contract management.
- (ii) Completion of work.
- (iii) Testing of work.
- (iv) Handing over to client.

## Annexure-1

### 2. DETAILS OF WORK:

a) **(Name of the PSU/Govt. Undertaking)** shall undertake the " Renovation / Repairing of 5<sup>th</sup> floor Chander lok Building , 36, Janpath Rd, Peeragarhi Village, HC Mathur Lane, New Delhi, Delhi 110001 Rs. \_\_\_\_\_ /-(Rupees in Words including GST and Agency charges@ \_\_\_\_\_%) on the estimates submitted by them. The estimate has been prepared based on DSR / MR.

b) The work shall be carried out as per CPWD specifications, based on **DPAR 2021/DSR/MR/ or approvals of this department**. The items not included in the DPAR shall be executed as per the recommendations and specifications of the manufacturer duly approved by the **(Name of the PSU/Govt. Undertaking) or by the NDMA**. In case of items having option in DPAR like external finishing, the selection of items to be used shall be decided by the NDMA. In case, it becomes necessary to substitute any item due to unavoidable reasons, the rate of the substituted item(s) shall be worked out without affecting the financial implication as under:

c) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

### 3. METHODOLOGY OF EXECUTION:

3.1. The provisions contained in GFR, 2017 and the manual on Policies and procedure for procurement of works issued by Ministry of Finance or any other internal guidelines of the PSU should be scrupulously followed by **(Name of the PSU/Govt. Undertaking)** for awarding the work to executing agency. The entire work shall be executed as per the required codal provisions, GFR, CVC, CPWD & its internal guidelines, internal orders of the PSU.

3.2 **(Name of the PSU/Govt. Undertaking)** shall assume total and single point responsibility for the quality of work and timely completion of the projects by its executing agencies. The **(Name of the PSU/Govt. Undertaking)** shall engage reputed experienced, financially sound Contractors and Suppliers for ensuring timely and satisfactory completion of the project within the time frame stipulated in clause 4. In the interest of work, **(Name of the PSU/Govt. Undertaking)** shall obtain necessary guarantees relating to workmanship, quality assurance and timely completion of work from the contractors/firms/agencies/suppliers.

3.3 Execution of the Project shall be carried out by **(Name of the PSU/Govt. Undertaking)** (Works Executing Agency). The work will be completed within the time frame.

## Annexure-1

3.4 It is understood that the NDMA or any person authorized by it/ him may inspect the "Work" at any time to satisfy itself/ himself that the works are being carried out by the agency as per drawings & specification as provided in the Estimate. If any defects or variation are found during the inspection, they will have to be got rectified by **(Name of the PSU/Govt. Undertaking)**

### 4. TIME OF COMPLETION:

4.1 **The total period of completion of the work shall be 04 months.** There shall not be any escalation payable by NDMA to **(Name of the PSU/Govt. Undertaking)** on account of any delay in the work and the cost of the project for the sanctioned amount shall be firm. The period of completion shall be considered from either from the dates mentioned here in below, which happens later:

- a) Date of sanction of estimate
- b) Date of hand over of encumbrance free site

### 5. COST CONTROL:

5.1 **(Name of the PSU/Govt. Undertaking)** will ensure that the inputs of all resources are kept at the optimum possible level needed to ensure cost control and timely completion of works. It will also ensure an all-round efficiency in the use of all inputs so that the cost is kept at the minimum possible NDMA level.

5.2 Tenders/ Quotation shall be invited by the **(Name of the PSU/Govt. undertaking)** from registered contractors of appropriate class on the basis of estimated cost. On receipt of tenders, the **(Name of the PSU/Govt. Undertaking)**, shall award the work contract to the contractors whose tendered cost will be within the sanctioned cost." **No additional cost will be paid by NDMA within the scope of work.**

5.3 **(Name of the PSU/Govt. Undertaking)** will make its endeavour to reduce the cost of constructions/ Works by any change of specifications, methods of constructions/ works / Method, value engineering or any innovative or economical design or method Such reduction in the cost of construction shall only be made with the approval of the sanctioning authority without affecting, prejudicing or endangering in any way the safety or security of the building.

### 6. ARBITRATION:

Before going for arbitration, amicable settlement of disputes through negotiation may be resolved at the level of HoD and other stakeholders. We may also follow Office Memorandum No.334774/DoLA/AMRD/2019 dated 31.03.2020 of Deptt. of Legal Affairs for instructions for settlement of Inter-Departmental disputes, if applicable.

In the event of any dispute(s) or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either to the Arbitration of one of the Arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the associated redressal agency or say institutional arbitration like institution of engineers could also be referred in such situations.

If the Department of Public Enterprises fails to settle the dispute, the same shall be referred to the Committee on Disputes under Cabinet Secretariat. The Arbitration and Reconciliation Act, 1996 shall not be applicable to the arbitration under the clause.

The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside for revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator. **The venue of arbitration will be NDMA Bhawan, A-1 Safdarjung Enclave, New Delhi.**

#### 7. COMPENSATION FOR DELAY:

7.1 The work is to be completed within the scheduled time frame and no extension will be granted. However, in case of delay in completion of work due to reasons beyond control of **(Name of the PSU/Govt. Undertaking)**, suitable extension of time may be granted by NDMA for which **(Name of the PSU/Govt. Undertaking)** will make a request to NDMA, otherwise 1% LD per month would be deducted from the final bill.

7.2 In case there is some hindrance which comes to the notice of **(Name of the PSU/Govt. Undertaking)** and are to be attended by NDMA, the same shall be intimated immediately so that timely action for removal of the same could be taken. In case, hindrances occur not on the part of **(Name of the PSU/Govt. Undertaking)**, the same shall also be intimated and recorded within 15 days of the occurrence of the hindrance.

#### 8. NO RESPONSIBILITY TO THE NDMA:

8.1 The NDMA shall not be responsible or accountable to **(Name of the PSU/Govt. Undertaking)** the employees, agents, technicians and labourers employed by **(Name of the PSU/Govt. Undertaking)** who shall work on the project site and its premises and **(Name of the PSU/Govt. Undertaking)** be exclusively responsible for all such personnel engaged, on the works for such matters as payment of salary, wages, bonus, compensation and

compensation in the event of death and accident. **The vendor will hold responsibility of 'Provident Fund, Employees State Insurance and other statutory liabilities in addition to salary/wages of their employees wherever applicable.**

- 8.3 There shall be no contractual nexus or privity between the NDMA and the technicians, employees, engineers, architects, labourers and contractors and such personnel shall not be the employees of the NDMA and shall not be liable in any way (employer-employees relationship, legal and financial) to such personnel who shall be exclusive liability and responsibility of **(Name of the PSU/Govt. Undertaking)**.

9. **DAMAGE TO PERSONS AND PROPERTY:**

The **(Name of the PSU/Govt. Undertaking)** shall (except and in so far as this agreement provides otherwise) indemnifies and keeps indemnified the NDMA against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of or in relation thereto. NDMA shall not be responsible in this regard.

10. **FORCE MAJEURE CLAUSES:**

**(Name of the PSU/Govt. Undertaking)** shall not be held responsible for the delays/ stoppage of work due to force majeure conditions like natural calamities, war, etc. and for losses suffered if any, by the NDMA on this account. **(Name of the PSU/Govt. Undertaking)** shall also not be able in any way to bear such losses and no compensation of any kind whatsoever will be payable by **(Name of the PSU/Govt. Undertaking)** to NDMA. Suitable force majeure clause shall be incorporated in all the agreements entered in to by **(Name of the PSU/Govt. Undertaking)** with the contractors/agencies.

11. **DEFECTS LIABILITY PERIOD:**

(a) This period shall be **one year** from the date of completion of works. During this period **(Name of the PSU/Govt. Undertaking)** shall get the defects rectified without any cost to NDMA.

(b) The PSU will submit Performance Bank Guarantee 5% of the total contract value (excluding tax and agency charges) on submission of the final bill which will remain valid for a period of 60 (Sixty) days beyond the date of completion of all contractual obligation of the contractor, including Defect Liability Period (DLP) of 1 year.

12. The terms of agreement shall be extended to any additional work within the site as mutually and specifically agreed upon.

## Annexure-1

### 13. TERMINATION OF CONTRACT:

#### a) Cancellation of Contract in part or in Full for Contractor's Default:

If the contractor fails to complete the works, work order and items of the work within the date of completion and continues in that state after a reasonable notice from the Accepting Authority (**Name of the PSU/Govt. Undertaking**) without any prejudice shall cancel the contract as a whole or only such work order or items of work in default from the contract.

(**Name of the PSU/Govt. Undertaking**), shall also complete the work by any means at contractor's risk and cost and if the estimated cost for completion exceeds the amount due to contractor under the contract, the contractor shall either pay the excess amount or same shall be recovered by (**Name of the PSU/Govt. Undertaking**) from the contractor with no liability towards NDMA.

### 14. TERMS OF PAYMENT:

14.1 The Agency Charges will be @ \_\_\_\_\_ % of the actual cost of work plus tax subject to maximum sanctioned cost and shall be paid after completion of the work with final payment of the Bill.

14.2 The payment to the (**Name of the PSU/Govt. Undertaking**) will be made on completion of entire work and submitting of 5% Bank Guarantee with submission of the final bill of the contract value exclusive of taxes and service charges. The PBG shall remain valid for a period of 60 (Sixty) days beyond the date of completion of all contractual obligation of the contractor, including Defect Liability Period (DLP) 1 year as stated in para 11 (a) above. **No Advance or Deposit Payment will be made.**

14.3 Final payment for work shall be made only on the personal certificate of the officer-in-charge of execution of the work in the format given below on recommendation of the work execution committee.

"I.....Executing Officer of (Name of Work), am personally satisfied that the work has been executed as per the specifications laid down in the Contract Agreement and the workmanship is up to the standards followed in the Industry."

14.4 All payments shall be made/released by NDMA to (**Name of the PSU/Govt. Undertaking**) or vice versa through on electronic transfer of funds and not by way of Cheques/ DD/ Other instruments.



Annexure-1

14.5 It shall be the endeavour of the NDMA to ensure that the payment of bills of the **(Name of the PSU/Govt. Undertaking)** shall be made within **30 days** of receipt (in the unit/formation), subject to the bill being. Complete in all respects and with all documents. The bills will be submitted and acknowledged by the Section Officer (Genl) Room No.102 on any working days after completion of the work.

15. **COMPLETION AND TAKING OVER:**

As soon as the project is finally completed, **(Name of the PSU/Govt. Undertaking)** shall in turn inform the NDMA **IN WITNESS** whereof the parties hereto have set their hands and seals the day and year first above written.

**For and behalf of NDMA**                      **For and behalf of (Name of the PSU/Govt. Undertaking),**

**Signature**

**Signature**

**Name:-**

**Name:-**

**Designation: -**

**Designation:-**







