

Ministry of Home Affairs
Directorate General
National Disaster response Force

9th Floor, Antyodaya Bhawan, B-2 Wing
CGO Complex, Lodhi Road, New Delhi-110003

Dated, the 14 Aug' 2018

ADVERTISEMENT NOTICE FOR SELECTION OF PSU

On behalf of the President of India, sealed Tenders for **Lump/Sum service charges** are invited in Two Bid systems (Part- I: Technical Bid and Part -II: Financial Bid) from reputed, experienced and financially sound Public Sector Undertakings (PSUs) set up by Central/ State Governments executing civil and electrical works for **Construction of infrastructure at 12th Bn. NDRF, Hollongi (Arunachal Pradesh)**. The detail of works are at Annexure-A. The Estimated cost excluding Agency/ service charges, is Rs.11670.71 Lacs.

As contemplated under GFR 2017 rule 133 (3), evaluation of the PSUs will be on financial strength and technical competence for execution of major construction works. The award of works shall be ensured on competition amongst such PSUs/Organizations on basis of the Lump/Sump service charges to be claimed for execution of the works. All the intending PSUs, those are executing major construction works will submit documents in two sealed envelopes (Technical Bid and Financial Bid) and both the bids will be submitted in a single envelop to the address:- "The Director General, HQ DG NDRF, 9th Floor, Antyodaya Bhawan, B-2 Wing, CGO Complex, Lodhi Road, New Delhi-110003" by **30.08.2018 up to 1400 hrs.**

The last date of submission of Bid is **30.08.2018 up to 1400 hrs.** Technical bid will be opened on the next day at 1500 hrs. Financial Bid of the PSUs qualified in Technical bid, will be opened on **05.09.2018 at 1100 Hrs.** Thereafter, the work will be assigned to the qualified PSU.

A pre-bid meeting will be convened with the interested PSUs for detail discussion on said work at Conference hall of HQ DG NDRF, 9th Floor, Antyodaya Bhawan, B-2 Wing, CGO Complex, Lodhi Road, New Delhi-110003" on **24.08.2018 at 1500 Hrs.**

The detail of works (**Annexure-A**), Terms of Reference (**Annexure-B**) and eligibility criteria (**Annexure-C**) and standard MoU (**Annexure-D**) may be seen and downloaded from our website- www.ndrf.gov.in and www.eprocure.gov.in.



(K K Singh)

Dy. Inspector General (Works.)

HQ DG NDRF

Comd. To P-2

उप महानिरीक्षक (प्रशिक्षण)

DIG (Trg)

महानिदेशालय (रा03आ0मो0ब0)

Directorate General, NDRF

गृह मंत्रालय / Ministry of Home Affairs

नई दिल्ली-0110003

To,

1. The Chairman & Managing Director, **Engineering Projects (India) Ltd.**
Core-3, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi-110003. Email: nro@engineeringprojects.com.
2. The Chairman & Managing Director, **Housing & Urban Development Corp. Ltd.**, Hudco Bhawan, Core-7A, India Habitat Centre, Lodhi road, New Delhi- 110003. E-Mail: mail@hudco.org
3. The Chairman & Managing Director, **HSCC (India) Ltd.**, E-6(A) Sector-1, Noida, UP-201301. Email - hsccltd@hsccltd.co.in
4. The Chairman cum Managing Director, **National Building Construction Corp. Ltd.**, NBCC Bhawan Lodhi road, New Delhi-110003. E-Mail bdd@nbccindia.com
5. The Chairman & Managing Director, **National Projects Construction Corporation Ltd.**, Raja house, 30-31 Nehru place, New Delhi-110019. E-Mail: info.npcc@nic
6. The Chairman cum Managing Director, **PEC Ltd.**, Hansalaya, 15 Barakhamba Road, New Delhi-110001. E-MAIL: pec@peclimited.com.
7. The Chairman & Managing Director, **Projects & Development India Ltd.**, PDIL Bhawan, A-14, Sector-1, Noida, Gautam Budh Nagar, UP-201301. E-mail: bd@pdilin.com
8. The Chairman & Managing Director, **ITES Ltd.**, ITES bhawan, 1, Sector-29, Gurgaon, Haryana-122001.E-mail: info@ites.com
9. The Chairman Cum Managing Director, **Hindustan Steelwork Construction Corporation Limited**, Head Office: 5/1 Commissariat Road, Hastings, Kolkata-700022 (WB), Fax-011-22437592/033-22230663 &Mail ID- hscldelhi2017@gmail.com
10. The Chairman and Managing Director, **Hindustan Prefab Limited**, Jangpura, New Delhi-110014, Fax-011-26340365, Mail ID- hplndrfproject@gmail.com.
11. M/s IRCON Infrastructure & Services Ltd., C-4, District Centre Saket, New Delhi-110017. E-mail: info@irconisl.com.

Contd. To P/3...

Copy to:

1. The Director General, Standing Conference of Public Enterprises (SCOPE), 1st Floor, Core-8, SCOPE Complex, 7 Lodhi Road, New Delhi-110003.

E-mail: scopedg@yahoo.com : With request to intimate the work to eligible PSUs with wide publicity.

2. IT Cell, HQ NDRF: You are requested to publish the Advertisement Notice in CPPP and official website of NDRF for wide publicity of the notice.

ANNEXURE -A

CONSTRUCTION OF INFRASTRUCTURE (OFFICE BUILDING) FOR 12 BN NDRF AT HOLLONGI (ARUNACHAL PRADESH)

Sl.No.	Infrastrcture	Area taken in sqm	Ground Coverage (in Sqm.)	Approved cost without Agency charges & service tax (Amount in Lacs)
1	Admin block	1050	600	439.20
2	Training block	650	650	255.95
3	QM store/QM Store-I under coy & team office block 6000 sqm	2000	1000	607.77
4	Go's mess	630	470	221.69
5	So's mess	2390	1030	836.71
6	180 men barrack (I)	3200	1100	1111.29
7	181 men barrack (II)	3200	1100	1111.29
8	MT Garrage (work shop) including 80 garrage	600	600	183.74
9	Other facilities (Bank, Post office, Cyber café and Shopping complex)	500	500	156.15
10	12 Nos Dog Kennel	400	400	85.78
11	Devlopmental of site of Office buildings (devlopmental under Phase-I)	6350X3=19050	19050	517.44
12	Tamming of Nallah	976 mtrs. Appox.		344.95
13	Basic rubble field and props	Lump sum		54.55
14	Swimming pool and Diving pool	25m.X15 m. & 15m.X15m.		271.49
15	Helipad	Lump sum		42.10
16	High rise rescue		27	41.23
17	Pump room		12	3.28
18	Boundary wall with Gate	Lump sum		283.95
19	Type-II residential quarters (112 nos.)	8064	1152	2533.20
20	Type-III residential quarters (64 nos.)	5248	656	1644.94
21	Type-IV residential quarters (12 nos.)	1154	384.8	366.89
22	Type-V residential quarters (4 nos.)	713.2	356.6	221.30
23	Devlopmental of site of Residential buildings (devlopmental under Phase-I)	2549.4x3=7648.2 sqm.	Area taken 3times ground coverage for developmental Residential area	335.82
			Total	11670.71

Terms of Reference

1. The objective is construction of various infrastructure residential and non-residential buildings with development of site work as per detail mentioned at Annexure-A.
2. The PSU/ executing agency shall carry out all project related pre-constructional and construction codal formalities to execute and complete the works in all respect. The scope of work for execution of the project by PSU/ executing agency include the activities as mentioned in standard MoU uploaded on NDRF website.
3. Stipulated date for completion of all the works shall be 24 months as per terms of MoU.
4. No conditional offer would be accepted. Agency shall have to execute the work(s) within the estimated cost, mentioned at Annexure-A.
5. PSUs to which the work is assigned shall have to execute Memorandum of Understanding (MoU) as per standard MoU enclosed herewith as Annexure-D and uploaded on NDRF web site (www.ndrf.gov.in). No amendment etc. would be considered in the terms and conditions mentioned in MoU.
6. Agency charges should include all the expenditure like advertisement charges for publicity, preparation of Architectural & structural drawings, Project Management, site office of PSU, survey charges, soil investigation charges, conveyance and transportation charges, preparation of Arch Model/ 3D drawings etc. Nothing over and above Agency Charges shall be admissible for payment.
7. Contingency shall be used only for payment of local body charges, water supply connections/sewer connections/electricity connections etc. to be paid to state Govt./ Central Govt.
8. No condition shall be put by PSU in tender awarded to contractor by them regarding providing site office to PSU, vehicle for PSU use/computer operator for PSU use.
9. No interest payment/damages shall be admissible for delay in payment to PSU.

10. Extension of time would only be considered in case of work delayed on account of delay in payment to PSUs by NDRF. For any delay attributable to the PSU/ Executing agency (Including those by the contractor engaged by the PSU/ Executing agency for any reason and contingencies other than force majeure clause) compensation shall be made to the NDRF by the PSU/ Executing agency @ 0.5% of the total agency charges per week of the delay, subject to a maximum of 10% of total on agency charges.

11. Service tax, if applicable, shall be reimbursed only after proof of deposition of same by PSU against the work. Service tax shall not be paid along with the bill. However, In this connection, MHA Police Division-V, UO No.27012/91/2015/PF-V dt. 2nd Feb. 2018 uploaded on NDRF web site (www.ndrf.gov.in) may also be referred to.

12. TDS on contractor's bill and TDS on Agency charges shall be deducted from the bills submitted by PSU as per extant rule and regulations and approval of Pay & Accounts Department of MHA.

Eligibility Criteria

In envelop-1 (Technical bid):-Following details must be submitted :-

- i. Memorandum of Association and Articles of Association of PSU.
- ii. Average Annual financial turnover during last 3 years, ending 31st March of the previous financial year. It should be at least 30% of the estimated cost of Rs. 116.72 Cr. i.e. Rs. 35 Cr..
- iii. PSU should have its permanent establishment or office in North East States/ Region. Details of office(s) with their address in North East should be submitted by PSUs.
- iv. PSU should have experience of work with Central Government Organizations. List of Government organization works of similar nature with cost of at least one work not less than 93.40 Crores or two similar works each of value not less than Rs.58.40 Crores or three similar works of value not less than 46.70 Crores, executed in last 07 years ending previous day of last date of submission of bid with name of Organizations/locations should be submitted by PSUs.
- v. Completion Certificates/ Performance report from client Organization for above works must be attached.

General

- a) Bidder shall furnish documentary evidence i.e copies of work orders/ relevant pages of contract completion certificate, from the owner of work executed, annual reports containing audited balance sheets and profit & loss account statement in the first instance itself, in support of their fulfilling the qualification criterion.
- b) All documents furnished by bidder in support of meeting the experience criterion of PQC shall be certified .
- c) In case of the details required above (i to v of eligibility criteria) not furnished by bidder, the bids are liable to be rejected.

In envelop-2 (Financial bid):-

- i. Lump sum agency Service charges in Rupees over estimated cost of the works.

**MEMORANDUM OF UNDERSTANDING (MoU) FOR CONSTRUCTION OF
NDRF, (MHA), GOVERNMENT OF INDIA.**

Memorandum of understanding / Agreement made on this day of 2018 between the National Disaster Response Force (NDRF), East Block, Block-7, level-7, R. K. Puram, New Delhi hereinafter called 'NDRF' which expression shall, unless the context requires another or different meaning, include its representatives and assigns.

AND

M/S <PSU> (A Government of India Enterprises) a company registered under the companies Act, 1956 under the Ministry of Urban Development and its registered office at (hereinafter called **<PSU>**) 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.

WHEREAS, NDRF, MHA vide sanction letter No. conveyed the administrative approval cum expenditure sanction for incurring an expenditure not exceeding Rs. (Rupees only) for C/o by **<PSU>** including the 3% contingency (at actual against documentary evidence) and Rs. (....%) as agency charges, plus service taxes, wherever applicable.

AND WHEREAS <PSU> has offered to take up and execute the detailed engineering construction of the aforesaid works, as per the estimates submitted by the **<PSU>** vide their letter No. dated for undertaking the work on agency charges for Rs. i.e. @ % of the actual cost of works, plus service tax.

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

1.	<u>SCOPE OF WORK</u>	
1.1	The scope of work for execution of the project by <PSU> Shall include the following activities:-	
	(i)	Preparation of detailed working and structural drawings.
	(ii)	Preparation of detailed estimates for buildings and all services (civil, electrical & mechanical).
	(iii)	Preparation of NIT, call of tenders including pre bid conference whenever applicable, receipt and opening of tenders, decision of tender and award of work.
	(iv)	Execution of work and contract management.
	(v)	Completion of work.
	(vi)	Testing and commissioning.
	(vii)	Completion certificate from local body including fire clearance.
	(viii)	Handing over to client.
2.	<u>DETAIL OF WORK</u>	

(a)	<p><PSU> shall undertake the Construction of (name of work) for Rs.....Crore (Rupees only) as PSU/Public Work Organization based on the preliminary estimates submitted by them and sanction conveyed by NDRF vide letter No.</p> <p>The estimate covers the provision of construction of < details of work approved>..... The estimate has been prepared based on DPAR-2007 with up to date correction slips. <PSU> shall make on its own arrangement of water, electricity and obtain necessary permission for carrying the material by road where applicable from local Traffic Department.</p>
(b)	<p>Built up area for construction shall be as under:- <Detailed break up to be given> - <.....> sqm.</p>
(c)	<p><u>References of Drawings</u></p> <p>The work shall be carried out as per CPWD specifications, based on DPAR 2007. The items not included in the DPAR like < details of such items as may be contained therein > shall be executed as per the recommendations and specifications of the manufacture duly approved by the <organization>. In case of items having options in DPAR like external finishing, the selection of the items to be used shall be decided by the <organization>. 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:-</p>
(c.i)	<p>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 the substituted item and the agreement item (to be substituted).</p>
(c.ii)	<p>If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substitute item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rate of the substitute item and the agreement item (to be substituted).</p>
3. METHODOLOGY OF EXECUTION	
3.1	<p>The provisions contained in GFR, 2005 and the manual on policies and procedure for procurement of works issued by Ministry of Finance should be scrupulously followed by <PSU> for awarding the work to executing agency. The entire work including -----shall be executed through wide open tender system as per the required codal provision, GFR, CVC and CPWD guidelines.</p>
3.2	<p><PSU> shall assume total and single point responsibility for the quality of work and timely completion of the projects by its executing agencies. <PSU> shall engage reputed experienced, financially sound Contractor and Suppliers for ensuring timely and satisfactory completion of the project within the time frame stipulated in clause 4. In the interest of work, <PSU> shall obtain necessary guarantees relating to workmanship, quality assurance and timely completion of work from the contractors /firms/agencies/suppliers. Clause for security deposits, compensation for delay etc. shall be included in the agreements to be entered into with selected Contractor/suppliers contractors. The work shall be executed as per CPWD specification and all mandatory tests to the materials etc. shall be carried out as per the accepted procedure. Proper record of the test result shall be maintained. While executing the construction work, the general condition of the contract for CPWD work will be taken as guidelines by <PSU>.</p>
3.3	<p>Execution of the Project shall be carried out by <PSU>as Public Works implementation company (Public Work Executing Agency). The work will be</p>

	completed within the frame stipulated in clause 4. <PSU> shall submit CPM/PERT chart of the construction activity, matching with stipulated time schedule agreed by <PSU>. The copy of the work order of various works awarded to contractor/firm agency suppliers to the party of the first part of the contractor/agencies bills, will be submitted to NDRF for record. <PSU> shall not alter the scope and specifications during execution of the work, as originally submitted by them while obtaining the approval without the prior approval of NDRF. The cost will be comprise all payments to consultant(s), contractors, suppliers, vendors and other agencies connected with the implementation of the project.
3.4	It is understood that the <Organization> or any person authorized by it /him may inspect the "construction work" at any time to satisfy itself/ himself that the building are being constructed by the agency as per drawing & specification as provided in the estimate. If any defect or variation is found during the inspection, they will have to be got rectified by <PSU> at their own cost.
3.5	The work shall be commenced only after the approval of drawing form the local body including fire department. The general clause of the contract including labour regulations, registration of contract, obtaining labour incense from the labour department, safety precautions etc. and all statutory provision shall be as per the prevailing CPWD General Clause of contract. The <PSU> will also submit a schedule to complete the work within the time frame. Monitoring of the physical and financial progress of the work shall be done monthly by a team comprising of officer from NDRF / MHA and <PSU>. <PSU> shall also be submit a set of working drawings, detailed estimate and copy of certified agreement entered into <PSU> before commencement of the work.
4.	<u>TIME OF COMPLETION</u>
4.1	The total period of completion of the work shall be months. There shall not be any escalation payable by NDRF to <PSU> 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 dates mentioned here in below, which happens later.
(a)	Date of sanction of estimate.
(b)	Date of hand over of encumbrance free site.
(c)	Date of approval of building plans by local bodies with maximum limit of 02 months' time.
	<PSU> shall draw out to be detailed construction schedule covering all activities, submit the same to NDRF. <PSU> shall exercise strict supervision, high quality control and efficient project management.
4.2	Time will be decided mutually by PSU and NDRF on case to case basis. Since the very idea of allotting works to PSUs is to speed up the work, the time of completion, the detailed PERT CHART, should be very specially worked out keeping in view the 9 factors mentioned in the Annexure I of this MoU.
4.3	The user i.e. NDRF shall ensure that there is adequate fund for the execution of the work.
4.4	Cost escalation allowed should be such so as to discourage the cost escalation. Delay in completion by the contractor would be cover as per the existing CPWD guideline a contained in clause 10 C, 10 CA, and 10 CC of the CPWD General condition of contract 2010, and the fixed time schedule for completion of work. The PSU shall enter in to the contract with the contractor accordingly.
5.	<u>COST CONTROL</u>
5.1	<PSU> will ensure that the inputs of all resources is kept at the optimum possible level needed to ensure cost of 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 NDRF level, <PSU> will prepare detailed preliminary estimates of cost for the various times of works as required by NDRF on CPWD's plinth area

	rates (whenever applicable) enhanced by the cost index of the locality as worked out by the CPWD from time to time. These estimates shall form the basis for approval of works. On completion of works, the actual completion cost shall be worked out for the complete work showing the rates for individual items and the quantities.
5.2	Tenders shall be invited by the <PSU> from registered contractors of appropriate class. Tender shall be invited on the basis of estimated cost. On receipt of tender, if the tendered cost is within the sanctioned cost, <PSU> shall award the works to the contractors. In case lowest evaluated tendered cost exceeds the approved estimated cost, <PSU> will submit revised preliminary estimate of the project duly indicating the reason for increasing the cost of the project.
5.3	<PSU> will make its endeavor to reduce the cost of constructions by any change of specifications, methods of constructions, value engineering or any innovative or economical design. 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.	RECORDS
	The following documents shall, in addition to other requisite documents, be maintained by the <PSU> and produced by it when called for by the NDRF.
(a)	CPM and BAR Chart- Preparation of CPM and Bar Charts, monitoring and modifications as approved by the ministry of Home Affairs shall be made by the <PSU>. This should be given to the NDRF prior to commencement of work and thereafter it shall be updated/ rescheduled, if required, every month.
(b)	A register showing list of contractors against each work and payments made should be maintained by <PSU> and produced for inspection to NDRF as and when required.
(c)	Site documents- All site documents as applicable during execution of the work shall be maintained by <PSU> and will be kept updated at all times. NDRF/ authorized representatives will have the right to peruse them and raised observations, if any, Stage passing and material testing will be paid special attention.
(d)	Structural soundness of the Building- <PSU> shall be responsible for structural soundness of the project in all respects and certificate thereon shall be furnished by <PSU> to the NDRF on the completion of work.
(e)	Completion Drawings- Two sets each of final drawings of the project on completion and detailed layout plans of all services shall be prepared by the <PSU> and handed over all the NDRF as and when called for. This must be provided while making any AIP of final bill on completion of job. The FSTR should be self-explanatory w.r.t sanctioned amount, expenditure incurred, firm liability and anticipated liability if any for entire project.
(f)	Detailed bar charts activity wise will be submitted by <PSU> and will be monitored on monthly basis.
	All the financial records of <PSU> relevant to the contract will be open to scrutiny and inspection by the authorized representatives of NDRF and MHA/CAG.
7.	ARCHITECTURE
7.1	The layout and design for the buildings shall be done in such a manner so that harmony with the environment is maintained. The <PSU> shall interact with the NDRF, at different stages, to take into account their requirements.
7.2	During the construction stage, the architect shall also be associated for the correctness of architectural features and the quality of finishes to achieve the design envisioned by him and also to ensure incorporation of the suggestions agreed with NDRF.
7.3	<PSU> shall be responsible for obtaining the approval and clearances from the local body/authority, as required under the rules/byelaws.
	<ul style="list-style-type: none"> Design the buildings should be as per entitled norms and specifications of

	CPWD.
	<ul style="list-style-type: none"> No variation in the design and drawings can be made by <PSU> except with the express approval of MHA.
	<ul style="list-style-type: none"> The <PSU> should clarify that the design is as per CPWD norms/specifications.
	<ul style="list-style-type: none"> No preliminary estimate should be made / approved without approved designed signed by user.
	<ul style="list-style-type: none"> Approval of the local bodies should obtained by the <PSU>, assisted by the client, whenever necessary, after signing of MOU subject to maximum period of 2 months from the date of signing of MOU.
8.	<u>ARBITRATION</u>
	<p>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 party 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 Bureau of public Enterprises. 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, 1956 shall not be applicable to the arbitration under the clause. The award of the Arbitration shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such a 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 and 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 be bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.</p>
9.	<u>COMPENSATION FOR DELAY</u>
9.1	The work 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 <PSU>, suitable extension time may be granted by NDRF for which <PSU> will make a request to NDRF.
9.2	In case there are some hindrance which comes to the notice of <PSU> and are to be attended by NDRF, the same shall be intimated immediately so that timely action for removal of the same could be taken. In case hindrances occur on the part of the <PSU>, the same shall be intimated and recorded within 15 days of the occurrence of the hindrance.
9.3	<PSU> will provide compensation clauses in their contract with contractors as per CPWD norms. For any delay attributable to the <PSU>. (Including those by the contractor engaged by the <PSU> and for any reason and contingencies other than force majeure clause, compensation shall be made to the NDRF by the <PSU> @ 0.5% of the total project cost per week of the delay, subject to a maximum of 10% of total project cost.
10.	<u>INSURANCE</u>
	<PSU> shall incorporate necessary clause(s) in the tender document for contract between <PSU> and contractor / agencies for any damage/loss or injury , which may occur to any property or person(s) including any employee of the employer arising out of execution of works or temporary works or carrying out of contract as third party insurance.
11.	<u>NO RESPONSIBILITY TO THE NDRF</u>
11.1	The NDRF shall not be responsible or accountable to <PSU> for the employees, agents, technicians and labours employed by <PSU> who shall work on the project site and its premises and <PSU> shall 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

11. 2	There shall be no contractual nexus or privity between the NDRF and the technicians, employees, engineers, architects, labours and contractors and such personnel shall not be the employees of the NDRF and BNDRF shall not be liable in any way (employer-employees relationship, legal and financial) to such personnel who shall be exclusive liability and responsibility of <PSU>.
12.	<u>DAMAGE TO PERSON AND PROPERTY</u>
	The <PSU> shall (except and in so far this agreement provides otherwise) indemnify and keep indemnified the NDRF 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 NDRF will not be responsible in this regard.
13.	<u>THIRD PARTY INSURANCE</u>
	Before commencing the execution of the work, the <PSU> and or its contractors (but limiting his obligations and responsibilities under clause -14 hereof) shall insure against any damage/loss or injury may occur to any property including any employee of the employer arising out of the execution of the contract otherwise than due to the matters referred to in this agreement herein before.
14.	<u>FORCE MAJEURE CLAUSES</u>
	<PSU> shall not be held responsible for the delays/ stoppage of work due to force majeure conditions like natural calamities flood, fire, earthquake and other act of God as well as war, military operations, blockade acts or action of acute authorities and for losses suffered if any, by NDRF on this account. <PSU> shall also not be able in any way to bear such losses and no compensation of any kind whatsoever will be payable by <PSU> to NDRF. Suitable force majeure clause shall be incorporated in all agreements entered in to by <PSU> with the contractors/agencies.
15.	<u>SECURITY DEPOSIT</u>
	Retention Money/Security Deposit as per the CPWD manual will be retained by <PSU> form the contractors, the amount so retained will be released only after rectification of the defects pointed out by the NDRF during the defect liability period and after specific approval of NDRF.
16.	<u>DEFECTS LIABILITY PERIOD</u>
	This period shall be one year from the date of completion of works. During this period <PSU> shall get the defects rectified without any cost to NDRF. For the item water proofing roof treatment, <PSU> shall give guarantee bond for five years. Similarly for other items like electrical/mechanical equipments which have guarantee /warranty period beyond one year whenever applicable as per manufacturer recommendations shall also be given by the <PSU>.
17.	The terms of agreement shall be extended to any additional work within the site as mutually and specially agreed upon.
18.	<u>TERMINATION OF THE CONTRACT</u>
(a)	<u>Cancellation of contract in part or in full for Contractor's Default</u> 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 <PSU> without any prejudice shall cancel the contract as a whole or only such work order or items of works in default from the contract. <PSU> 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 <PSU> as per CPWD provisions.
(b)	<u>SPECIAL POWER OF DETERMINATION</u> The work wholly or partly can be foreclosed, at any time, after acceptance of the contract by <PSU> for any reason, whatsoever, any NDRF, without assigning any reason or payment of any compensation, whatsoever. The NDRF shall give notice in writing to the effect to <PSU> who shall have no claim to any payment of the compensation or otherwise, whatsoever, on

		account of any profile or advantage which they might have derived from the execution of the works, in full but which they did not derive in consequence of the foreclosing of the work. <PSU> shall be paid at accept rates, for the full amount of the work executed including such additional work e.g. clearing of the site etc. as may be rendered necessary by the said foreclosing. They shall also be allowed a reasonable payment (as decided by the NDRF) for any expenses sustained on account of labour, tools & plants and materials collected but not utilized on the works, verified by the NDRF.
19.	TERM OF PAYMENT	
19.1	The agency charges will be Rs..... (.....% of estimated cost) or @.....% of the actual cost of work and it will be paid proportionally along with each Running Account bill. Agency Charges will be restricted on actual or sanctioned cost whichever is less.	
19.2	<p>On the specific request of the <PSU>, mobilization advance, as per CPWD system, can be considered. Such advance would be payable to the <PSU> by NDRF which shall be limited to maximum of 10% of the cost put to tender or the tendered cost (whichever is less) subject to the following conditions:-</p> <ol style="list-style-type: none"> The advance shall be backed by a Bank Guarantee bond of equivalent amount. <PSU> shall maintain a project account for each work, which will show all receipt and expenditure. All interests earned by the <PSU> on the advance provided shall be credited to this account and used solely for the items of works for which sanction has been taken from the competent authority. The work has to be executed as per defined milestone and timelines as monitored by Review Committee. AT the end of financial year, a review would be carried out at MHA to ascertain the progress of works for which such advance payment has been authorized. In case of the work is delayed beyond the original date of completion or proportionately for reasons attributable to the <PSU>/contractor, the remaining amount of advance shall be recovered along with interest. Decision on forfeiture of the guarantee bond shall be considered on a case to case basis. If the contract is terminated due to default on the part of the <PSU> /Contractor, the mobilization advance would be deemed as interest bearing at the rate of @ 14.75%. 	
19.3	The Agency Charges will be related in stages as per the running account bills received from the <PSU>.	
19.4	<p>Final payments for work shall be made only on the proposal certificate of the officer-in-charge of execution of the work in the format given below:</p> <p>"I _____, Executing officer of C/o 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".</p>	
19.5	All payments shall be made / released by NDRF to <PSU> or vice-versa through an electronic transfer of funds and not by way of cheques/DD/other instruments.	
19.6	It shall be endeavor of the NDRF to ensure that the payment of bills of <PSU> 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.	
20.	REPORT ON PROGRESS	
	<PSU> shall submit following monthly reports, the format for which will be provided by the NDRF to <PSU> :-	
	(a)	Physical progress achieved during the month and cumulative progress of the project.
	(b)	Financial progress achieved during the month and expenditure incurred till

	date.
(c)	Quarterly progress report (QPR).
(d)	Any other detail /reports as require by NDRF.
21.	<u>COMPLETEION AND TAKING OVER</u>
	As soon as the project is finally completed, <PSU> shall in turn inform the NDRF, who shall nominate a Board of Officer for checking / verification of the completed work as pre the scope of work for final taking over of the project.
22.	<u>SUBMISSION OF FINAL ACCOUNT</u>
	After completion of a job in full, <PSU> shall submit a detail account of the job showing package wise payment drawn from NDRF, payment made to their sub-contractors, work contract tax recovered% departmental charges levied as admissible for <PSU>, expenditure on account of contingency, saving / excess expenditure if any, to the NDRF within a month, duly authenticated by their Account Branch. Any saving in the job shall be refunded to the NDRF/MHA.
23.	<PSU>, shall ensure that the structures being constructed as per energy Efficiency norms and the National Building Code Structure safety standards.
24.	<PSU>shall obtain necessary clearances and get the drawings approved from the local civic authorities.
25.	<u>INSPECTION OF WORK BY CHIEF TECHNICAL EXAMINER CELL, CVC</u>
	<PSU>, shall be responsible for the consequential effects arising out of the inspection of the project by the Chief Technical Examiner Cell, Central Vigilance Commission during the progress or any time after the construction of the project and shall take appropriate action for the rectification of the defective work at the risk and cost of the construction agency. Rectification of defective work/ replacement of the standard as pointed out by chief Technical Cell, Central Vigilance Commission/NDRF or his authorized representative shall be carried out by <PSU>at their own cost. NDRF shall not pay any extra amount for such type of liabilities.
	IN WITNESS , where of the parties hereto have set their hands and seals the day and year first above written.

For and behalf of the President of India

For and on behalf of PSU

Signature

Signature

Name

Name

Designation ____ (NDRF)

Designation____ (PSU)

In the presence of witness

In the presence of witness

Signature

Signature

Name

Name

Designation____ (NDRF)

Designation____ (PSU)