



**MANOHAR PARRIKAR INSTITUTE FOR
DEFENCE STUDIES AND ANALYSES**
मनोहर पर्रिकर रक्षा अध्ययन एवं विश्लेषण संस्थान

Upgradation/ Installation/ Renovation of Audio-Visual System in Seminar Hall 2 & Auditorium at Manohar Parrikar Institute for Defence Studies and Analyses.

Item	Upgradation/ Installation/ Renovation of Seminar Hall 2 & Auditorium at Institute's Main Office Building, New Delhi -110010
e-Tender no
Mode Of Tender	Through Government e- marketing system (Gem) (Online Part I - Techno-Commercial Bid and Part II - Price Bid)
Date of NIT available to parties to Download	From 4:00 PM of 18th October, 2022
Tender Fees	Rs – Nil
Pre-Bid meeting	11:00 AM on 31st October, 2022
Earnest Money Deposit	Rs. 50000/- by D.D.in favour of Manohar Parrikar Institute for Defence Studies and Analyses , New Delhi -110010
Last date of submission of EMD	Till 2:00 PM on 09th November, 2022
Date of Starting of e-Tender for submission of on line Techno- Commercial Bid and price Bid at GEM	4:00 PM of 18th October 2022
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	2:00 PM of 09th November, 2022
Date & time of opening of Part-I(i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of PartII i.e. price bid shall be informed separately	3:00 PM of 09th November, 2022

*** Tenderers desirous of attending pre - bid meeting should inform or send queries by 16:00Hrs of October 28th, 2022 to webmaster.idsa@nic.in

Name of the work: Upgradation/ Installation/ Renovation of Audio-Visual System in Seminar Hall 2 & Auditorium for MP-IDSA , Main Office Building, New Delhi-110010

PART I

Name of the Tenderer: _____

Address: _____

Date of Pre-Bid Meeting: **11:00 AM on 31st October, 2022**

Last Date of Submission: **2:00 PM of 09th November, 2022**

Date & Time of Opening of Part-1 on **09th November, 2022 at 3:00 PM**

Notice inviting e-Tender

Upgradation/ Installation/ Renovation of Audio-Visual System in Seminar Hall 2 & Auditorium at Institute's Main Office Building, New Delhi through GEM – E-tender

1. Online Tenders by **E-Tendering (GEM)** process are invited for above work at Main Office Building, MP-IDSA. The work is estimated to cost Rs.27.00 Lakhs excluding of GST as per general market survey and is to be completed within 45 days from the date of work order.
2. All the Pre-Qualification papers shall be uploaded on GEM site. Same will be downloaded after bid opening date for examination by the Institute. **One Set of hard copy (along with EMD) to be submitted in tender box kept at reception**

The Earnest Money Deposit (EMD) in the form of DD/Irrevocable Bank Guarantee/proof paid by NEFT shall be submitted in sealed cover addressed by name to MP-IDSA, Shankar Vihar, Delhi Cantt-110010 so as to reach up to **2:00 PM on 09th November, 2022** superscripted as "EMD for Upgradation/Installation/Renovation of Sem Hall 2 & Auditorium" at MP-IDSA Main Office Building, Delhi Cantt, New Delhi-110010.

3. Online tenders will be allowed to view /download to all firms from 4:00 PM of **18th October, 2022**. **The firms which do not comply with the following pre-qualification criteria and do not submit EMD, will not be considered for opening of their tender Part-II**

Pre Qualification Requirement for General Contractor

- i. The intending tenderer must have successfully completed having minimum 03 years of experience in carrying out Audio-Visual Conferencing System Upgradation/Installation/Renovation of works for Government Organisations/Autonomous Institutions or Reputed private organisations. The similar work* should have been completed on or before September 30, 2022.
- ii. The intending tenderer must and have executed successfully similar works*, during last 3 years ending on March 31, 2022 as under:
 - (a) Three works each costing not less than the amount equal to 40% of the estimated cost
OR
 - (b) Two works each costing not less than the amount equal to 50% of the estimated cost
OR
 - (c) One work costing not less than the amount equal to 80% of the estimated cost.
- iii. Minimum yearly Average turnover of 100% of the estimated cost during last 03 Financial Years supported by audited financial statements.
- iv. Should have service setup at the place of proposed work in Delhi-NCR for rendering after sales service (The Proof of Service setup such as Electricity bill/Telephone bill/ Rent Agreement .etc. along with authorization letter (if applicable) is to be enclosed) in Part- I of the tender).
- v. Authorization letter from the OEM and a duly filled Manufacturers' Authorization Form (MAF) in the prescribed format at Annexure - B

Pre-Qualification Requirement for MSME Bidders

- (i) The intending tenderer have successfully completed having minimum 03 years of experience in carrying out Audio-Visual Conferencing System Upgradation/Installation/Renovation works for office buildings/commercial premises. The similar work* should have been completed on or before September 30, 2022.
- a. The intending tenderer must and have executed successfully similar works*, during last three years ending on March 31, 2022 as under:
- i. Three works each costing not less than the amount equal to 25% of the estimated cost
OR
- ii. Two works each costing not less than the amount equal to 40% of the estimated cost
OR
- iii. One work costing not less than the amount equal to 60% of the estimated cost
- b. Minimum yearly Average turnover of 85% of the estimated cost during last 3 financial years supported by audited financial statements.
- c. Should have service setup at the place of proposed work in Delhi-NCR for rendering after sales service (The Proof of Service setup such as Electricity bill/Telephone bill/ Rent Agreement .etc. along with authorization letter (if applicable) is to be enclosed) in Part- I of the tender).
- d. MSME Bidders are exempted to deposit EMD, in case the bidders is registered within relevant category.
- e. Authorization letter from the OEM and a duly filled Manufacturers' Authorization Form (MAF) in the prescribed format at Annexure - B

***Similar Works means - Hybrid Audio-Visual Conferencing System Upgradation/ Installation of Audio-Visual System at reputed places, Govt. organization/Autonomous bodies and reputed Private organizations.**

Note: For Private Sectors- the Verification shall be done by TDS Certificates

General Information

- (i) The contractors shall upload the following information/documents on GEM site to satisfy the Institute about their eligibility. **One Hard Copy along with EMD to be deposited in Tender Box before the last date of tender submission.**

(a)	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.) of the composition of the firm of contractors in details should be submitted along with name(s) and address (es), of the partner's copy of the Articles of Association/ Power of Attorney/other relevant document.
(b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the detailed work orders for the qualifying works indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience. The details along with documentary evidence of previous experience, if any, of carrying out works for the autonomous bodies/Govt Department at any place should also be given.
(c)	Turnover	Audited financial statements for last three financial years i.e. 2019-20, 2020-21 and 2021-22 along with a certificate of Chartered Accountant indicating the turnover for these financial years. In case Audited balance sheet of 2021-22 is not available then preceding 3 years shall be considered.
(d)	Name(s) and address(es) of the Bankers.	Written Information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc.
(e)	Details of bank accounts	Full particulars of their bank accounts, like accountno. type, when opened etc., should be given.
(f)	Name(s) and address(es) of the Clients and their present contact executives	Written information about the names and addresses of their clients along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos. etc., of the contact executives (i.e. the persons who can be contacted at the office of their clients by the Institute in case it is so needed) should be furnished.
(g)	Details of completed works	The client-wise names of work(s), year(s) of execution of work (s), awarded and actual cost (s) of executed work (s), completion time stipulated in the contract (s) and actual time taken to complete the work (s), Name(s) and full contact-details of the officers/authorities/departments under whom the work(s) was/were executed should be furnished.
(h)	Details of Service setup	Address and contact details of the service set up at the place of proposed work or nearby metro for Rendering after sales service.

- (ii) In the event of intending tenderer's failure to satisfy the Institute with the required document, the Institute reserves the right to refuse to participate in tendering process.
- (iii) A pre-bid meeting of the intending tenderers will be held **on 31st October, 2022 at 11.00 AM** at MP-IDSA, Main Office Building, Delhi Cantt. The duly filled in tender documents shall be uploaded on GEM site till **2:00 PM on 09th November, 2022** in addition to deposit hard copy and EMD in tender box kept at reception.
- (iv) Tender forms can be downloaded for viewing from the GEM website w.e.f **18th October 2022 from 4:00PM.**
- (v) EMD of INR 50000.00 (Rupees Fifty Thousand only) in the form of Demand Draft favoring MP-IDSA / NEFT as per details in schedule of tender or an irrevocable Bank Guarantee issued by a scheduled Bank .
- (vi) Tenderers shall submit all the information and the documents as mentioned above. After examination, if any of the tenderer is not found to possess the required eligibility, their tenders will not be accepted by the Institute for further processing.
- (vii) Part I of the tenders will be opened on-line at **3:00 PM on 09th November, 2022** in the presence of the authorized representative of the tenderers who choose to be present. Part-II (Price bid) shall be opened of the eligible tenderer on a subsequent date which will be intimated to the tenderers in advance.
- (viii) The applicants/tenderers have to submit/upload:-
 - a. Client's certificate from their clients for whom they have carried out "eligible works" in terms of the eligibility (Pre-qualification) criteria explained in this notice.
 - b. TDS certificates in case of Private Organizations.

The client's certificate shall be accepted only when the same is signed by an official of the rank of Executive engineer/Superintendent Engineer or equivalent in respect of a Government/Semi Government organization or a PSU and only when they are supported by adequate proof of payment received by the contractor for the work done by him. The client's certificate issued by the private organizations shall also accompany Tax Deducted at Source (TDS) certificates. Applications/tenders uploaded without the above certificates may be rejected. MP-IDSA shall have the right to independently verify these certificates.

The Institute shall evaluate the said reports before opening of price bid of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and are found unsatisfactory, the Institute reserves the right to reject his offer even after opening of Part-I of the tender. The Institute is not bound to assign any reason for doing so.
- (ix) The Institute is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Institute also reserves the right to reject all the tenders without assigning any reason there for.

Webmaster/System Administrator

Date:

Place:

Table of Contents

Item No	Description	Page
1	Notice Inviting tender /PQR	1-6
2	Form of Tender	8-9
3	Details of the tenderer	10-12
4	Articles of Agreement	13-15
5	General Instructions to Contractors and Special Conditions.	16-23
6	Safety code	24
7	The conditions Hereinafter Referred To	25-37
8	Check List	38
9	Introduction of work	39
10	Client certificate	40-45
11	Technical specifications	46-47
12	Price Bid	48
13	Item wise rates	49-52

Section I
FORM OF TENDERS

To
The Webmaster/System Administrator
Manohar Parrikar Institute for Defence Studies and Analyses,
Shankar Vihar, Delhi Cantt
New Delhi - 110010.

Dear Sir,

1. We have examined specifications, designs and schedule of quotation relating to the works specified in the memorandum herein after having visited and examined the site of the works specified in the said memorandum and in accordance in all respects with the specifications, designs and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions. Schedule of Quantities and Condition of Contract and with such materials as are provided for by and in all other respects in accordance with such condition of contract and with such materials as are provided with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of the works	Upgradation/ Installation/ Renovation of Sem Hall 2 & Auditorium at Institute's Main Office Building, Shankar Vihar, Delhi Cantt-110010
(b)	Estimated Cost	Rs.27.00 lakhs Excl of GST
(c)	Mode of payment	As per clause 3.29 of General Instruction to Contractors.
(d)	Earnest Money	Rs.50,000.00/-
(e)	Time allowed for completion of work	1.5 months (One and half months) from the date of award of the work order.

2. We also agree that our tender will remain valid for acceptance by Institute for 90 days from the date of opening of Part -1 of the tender and this period of validity can be extended for such period as may be mutually agreed between the Institute and us in writing. We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of tender.
3. If this tender is accepted, I/we hereby agree to abide by and fulfil the terms and provision of the said conditions of Contract annexed hereto, so far as they may be applicable, or in default thereof to forfeit and pay to the MP-IDSA the amount mentioned in the said conditions.

- 4. I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefore.
- 5 The tender is submitted in two parts. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid.

We are enclosing a list of our clients with complete details as given in the details of tenderers.

For and on behalf of M/s. _____
(Signature with seal)

Name _____
Designation _____
Place _____
Date _____

(Certified true copy of the Power of Attorney of the above signatory should be enclosed).

Witnesses

(1) Signature with name, address and date _____

(2) Signature with name, address and date _____

Details of Tenderers

A. Particulars of Firm

Sr. No.	Particulars	To be filled by Tenderer
1.	Whether Original Equipment Manufacturer	
	Or Authorized Dealer / subsidiary of foreign company (Please submit the certificate of authority)	Indicate Yes/No for certificate of authority)
2.	Composition of the firm (Whether partnership / proprietorship /Public Ltd.)	
3.	Names of the proprietor/ partners / Directors of the firm	
4.	GST Number	
5.	Address of the Firm	
	Telephone	
	Email	
	Fax	

B. The details of bankers are as below:

Sr. No.	Particulars (submit the crossed cancelled cheque)	To be filled by tenderer
1	Name of the Bank	
2	Branch Address	
3	Telephone and fax number	
4	Name of the contact person	
5	Credit facility / overdraft facility enjoyed by firm from the Bank	
6	The period from which the firm has been banking with Bank	

C. Pre-qualification Criteria :

Following are our Clients for whom we have executed "eligible" works during last 03years as per the eligibility criteria (Please submit the documentary evidence in support of)

Sr. No.	Details	Client (1)	Client (2)	Client (3)
1	Name of the Client Organization / Firm:			
	Address :			
	Name of the Contact Person:			
	His/her Mobile No. :			
	His/her Fax No.:			
	His/her Telephone No/s.:			
	His/her e-mail ID:			
2	Name of the "eligible" work with brief particulars			
3	Work order No. and date			
4	Cost of the "eligible" work as per work order / letter of award:			
5	Date of commencement			
6	Stipulated date of completion			
7	Actual date of completion			
8	Amount of compensation levied by the client for delayed completion, if any:			
9	Gross value of the work completed and paid for :			

Sr. No.	Details	Client (1)	Client (2)	Client (3)
10	Whether the tenderer has been engaged by the Client for maintenance under Annual Maintenance Contract (AMC) of the commissioned system (please state Yes or No)			

D. Please also provide following details with supporting documents as per pre-qualification criteria:

1	Work experience in years (please submit old work order of any amount at least 03 years from the date of publish of this tender)	
2	Turnover of the firm for the last 03 years (year wise) and submit the documentary evidence in support of the same duly certified by Chartered Accountant	
	(a) 2021-22	
	(b) 2020-21	
	(c) 2019-20	

E. Service set up details in Delhi/NCR

Note : All the details must be filled in the tender documents only. No separate annexure will be accepted. Only Submit documents in support of details filled above.

Signature of Tenderer with stamp/Date

Section II

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made the Day of
Between the Webmaster/System Administrator, Admin, Manohar Parrikar Institute for Defence Studies and Analyses , Shankar Vihar, Delhi Cant-110010 thereafter called "the Employer" of the one part and
..... (Hereinafter called "the Contractor") of the other part.

WHEREAS the Employer intends to supply, install, test and commission the upgradation of Seminar Hall-2 & Auditorium. AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set herein and to the Conditions set h in the Special Condition and in the Schedule of Quantities and Condition of contract (all of which are collectively) hereinafter referred to as (the said Conditions) the works shown upon the said Drawing and/or described in the said specification and included in the Schedule of Quantities at the respective rates therein set amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount.")

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of their said contract amount to be paid at the times and in the manner set, in the said Conditions execute and complete the work as per approved Drawings and described in the said specifications and the Schedule of Quantities.
2. The Employer shall pay the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and the manner specified in the said, Conditions.
3. The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
4. The plans, agreement and documents mentioned herein shall form the basis of this Contract.
5. This Contract is neither a fixed Lumpsum Contract nor a Piece Work Contract but is a Contract to carry out the work in respect of SITC of upgradation of Seminar Hall-2 & Auditorium at Main Office Building, MP-IDSA , New Delhi to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions.
6. The Contractor will cater for all relevant facilities and requirement for carrying out of all works relating to Supply, Installation, testing and commissioning of upgradation of Seminar Hall-2 & Auditorium.
7. The Employer reserves to itself the right or altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
8. Time shall be considered as the essence of this Contract and the Contractor hereby agree to commence to work soon after the site is handed over to him or from tenth day after the date of issue of formal work order as provided for in the said Conditions
9. Whichever is later and to complete the entire work within specified time period subject never the less to the provisions for extension of time.
10. All payments by the Employer under this contract will be made only at MP-IDSA, Shankar Vihar , Delhi Cantt-110010.
11. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at New Delhi and only Courts in New Delhi shall have jurisdiction to determine the same.
12. **Non-Disclosure clause:** The Bidder shall not disclose directly or indirectly any information, materials and details of the Institute's infrastructure/systems/equipment etc., which may come to the possession or knowledge

of the Bidder during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Bidder shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Bidder shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Bidder shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Bidder and the Employer shall be entitled to claim damages and pursue legal remedies. The Bidder shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Bidder's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

13. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

If the Contractor is a Partnership or an individual
 IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.

If the Contractor is a company.
 IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorised official and the Contract has caused its common seal to be affixed here unto and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

SIGNATURE CLAUSE

SIGNED AND DELIVERED by the MP-IDSAs by the hand of Shri.....
 (name and designation)
 in the presence of

Witness -
 (1).....
 Address.....

 (2).....
 Address.....

SIGNED AND DELIVERED by
 in the presence of

If the party is a partnership firm or an individual should be signed by all or on behalf of all the partners.

Witnesses
 (1).....
 Address.....
 (2).....
 Address.....

The COMMON SEAL OF
 Was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on

in the presence of -

(1).....

(2).....

Directors who have signed these presents
in token thereof in the presence of -

(1).....

(2).....

SIGNED AND DELIVERED by the
Contractor by the hand of Shri.....
.....

If the contractor signs under its common
seals, the signature clause
should tally with the sealing clause in
the Articles of Association.

If the Contractor is signing by the hand
of power of attorney, whether a duly
constituted Company or individual.

Section III

GENERAL INSTRUCTIONS TO CONTRACTORS AND SPECIAL CONDITIONS

1. (GEM Tender) E- Tenders in two parts are invited for said work from eligible contractors, only those tenderers who qualify as above will be eligible to tender for the work. A Tender submitted by a firm which is found to be not satisfying any of the Prequalification criteria will be liable for rejection.

2. The tender for the above work is in two parts i.e. Part-I containing technical specifications of equipment, and the terms and conditions (Rates and amounts of items shall not appear anywhere in this part) and Part-II containing only rates of items.

3. Following Scan signed document need to be uploaded on GEM site on relevant tender.

1. Signed copy of Part I of the tender.

2. Eligible criteria documents (Work order copy, TDS certificate, Turnover details, Client certificate, OEM authorization certificate/Manufacturers' authorization certificate)

(a) Each of the tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions etc. as laid down. Any tender with any of the documents not signed will be rejected.

(b) The Tender submitted on behalf of a firm/company and shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract, otherwise the tender may be rejected by the bank.

4. Clarifications:

(a) If firms are required to clarify any point / clause of the tender, they may email to the officers as mentioned at important information at Section I.

Earnest Money Deposit (EMD) To Be Submitted By The Tenderers

5. Intending tenderers shall pay as earnest money the sum of INR50000.00 by NEFT or demand draft drawn on any of the scheduled Bank in favour of the MP-IDSA, New Delhi. Tender without EMD will not be accepted. The earnest money will be returned to the tenderer if his tender is not accepted but without any interest. The earnest money of successful tenderer will be returned after completion of the work.

6. Earnest Money deposit of the bidders under Category of MSEs are exempted.

EMD shall be forfeited if the Bidder:

Ø Makes misleading or false representations in the forms, statements and attachments submitted, has suppressed any material information, details of any legal proceedings pending in the court which might otherwise have created any impact on the eligibility criteria; or

(ii.) Withdraws his Bid during the period of Bid validity; or does not sign the contract after award of Contract.

(iii) Has been blacklisted by any Government agency and the blacklisting is still in force.

(iv). If bidder fails to undertake the work after issue of LOI.

7. On receipt of intimation from the Institute of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof the successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the MP-IDSA of a tender will constitute a binding contract between the MP-IDSA and the person so tendering whether such formal agreement is or is not subsequently executed.
8. As security for due fulfillment of the terms and the obligation of the contract, the successful tenderer shall furnish a Bank Guarantee/FDR (03% of contract value).
9. All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from his earnest money and the security deposit if the amount so permits and the contractor shall, unless such deposit becomes otherwise payable, within ten days after such deduction make good in cheque/ /digital transfer, the amount so deducted.
10. The tenderers shall furnish full details of eligible similar works carried out by them during the last 03 years, as per the Performa included in this tender. The Institute will inspect one or all the works and satisfy itself about the performance of the installed equipment including the quality and reliability of the service rendered before opening Part II of the tenders. Thereafter, the Institute at its discretion will consider or reject any or all the tenders without assigning any reason thereof.
11. The Contractor shall carry out all the work strictly in accordance to technical specification and scope of the work, details and instructions of the Webmaster.
12. The rates quoted shall be firm and shall not be subjected to variations in exchange variation in labour, transport. The rates shall be quoted for complete work, i.e. supply, installation, testing and commissioning of the equipment and shall include charges for all taxes, duties, levies, consumable, labour, transport, loading unloading of the material at site, insurance for transit, storage as also workmen compensation & 3rd party liability policies, erection etc. No concessional for any levies will be issued by the Institute. Similarly, no import license will be issued by the MP-IDSA. Equipment, if required to be imported shall be arranged to be imported against the contractor's own import license. All payments will be made at New Delhi and will be in Indian Rupees only.
13. Tenderer other than Original Equipment Manufacturer (OEM) need not to apply. Only OEM is allowed to participate in the tender. Tenderer should submit the authorization letter from the OEM and a duly filled Manufacturers' Authorization Form (MAF) in the format prescribed at Annexure - B to participate in the tender and undertaking for extending after sales service support.
14. The tenderer must obtain on own responsibility and at own expenses, all the information which may be necessary for filling up the tender or 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.
15. Evaluation of tenders:
- Eligible Tenders (Those qualify in Part I of tender) will be evaluated on the basis of capital cost of the work and net cost. Tender will be awarded on least cost basis.

16. Defect Liability Period (DLP)

- a) The equipment/system supplied shall be guaranteed against all types of defects for at least a period of one year (defect liability period/ DLP) from the date of handing over of the equipment/system to the Institute.
- b) Any defects in the system/sub-assemblies found within the guarantee period/DLP shall be rectified / replaced by the tenderer free of cost.
- c) The Security deposit/Performance guarantee shall be released after 03 months of completion of defect liability period.

17. Insurance

The contractor shall take all insurances before dispatching the system from the factory to our site at his cost to cover all kinds of risks from the date of scheduled commencement of works till handing over the system to the Institute.

18. The tender shall be accompanied by leaflets/literatures giving complete technical & constructional details, makes of components of the equipment offered. Tenderers are advised to visit the site of installations and acquaint themselves of the site conditions before tendering. Tenderers should be specific and offer comments only if their system differs from the Institute's detailed specifications/ features in any manner. A write up of working of the system as a whole and the individual components shall also be enclosed. The successful tenderer, on completion of the work, shall furnish two sets of schematic and layout drawings and maintenance manuals.

19. Time allowed for carrying out the work as mentioned in the Memorandum and Section I shall be strictly observed by the Contractor and it shall be reckoned from the written order to commence the work, is issued. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in tender document. Before commencing the work, tenderer shall prepare a detailed work program which shall be approved by the Webmaster/System Administrator.

20. The Contractor shall not be entitled to any compensation for any loss suffered by him because of delays in commencing or executing of the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

21. The successful tenderer is bound to carry out any minor items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing with the prior consent in writing of the Employer.

22. The Contractor must bear in mind that all the work shall be carried out strictly in accordance with Specifications and also in compliance of the requirements of the Government rules and regulations and to the requirements of the Indian Electricity Rules and no deviation on any account will be permitted.

23. Before dispatching the equipment to site, the equipment may be inspected by the Institute's Technical officers at the manufacturer's site and then cleared for shipment. The contractor shall at his own expense, offer to the Inspector all reasonable facilities as may be necessary for satisfying himself, that the equipment/execution of work is being and/or have been manufactured/executed in accordance with specifications laid down in the particular specifications attached to this tender document. The Institute's Engineer shall have full and free access at any time during the execution of the contract to the Contractor's works or site in case of execution of work for the purpose

aforesaid, and he may require the contractor to make arrangements for inspection or work or any part thereof or any material at his Premises or at any other place specified by the Institute's Engineer and if the contractor has been permitted to employ the service of a sub-contractor, reserve to the Institute's Engineer a similar right. This will however, not in any way absolve the contractor of his responsibility about proper performance of the system/components after erection & commissioning at the designated site.

24. Cost of Inspection: - The contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Institute's may demand of him for any test/inspection and examination which he shall require to be so made on the contractor's premises and shall bear and pay all costs attendant thereon. However, cost of traveling, boarding and lodging, of Institute's representative to the site of inspection shall be borne by the Institute.

25. Method of Testing: - The Institute's Engineer shall have the right to put all the equipment and materials forming part of the same or any part thereof to such tests as he may think fit and proper. The contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Webmaster/System Administrator.

26. Inspector Authority to certify performance: - The Institute's Engineer shall have the power:

- a) Before any equipment or part thereof are submitted for inspection to certify that they or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture;
- b) To reject any equipment or parts submitted as not being in accordance with the specification;
- c) To reject the whole of the equipment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and
- d) To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted.

27. Consequence of rejection: If the equipment or its part thereof, being rejected by the Estate Manager , the contractor fails to make satisfactory supplies or rectify the faulty work thus executed within the stipulated period of delivery/completion period, the Institute shall be at liberty to:

- i) Allow the contractor to re-submit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor bearing the cost of freight if any, on such replacement without being entitled to any extra payments on that account; or
- ii) Purchase/execute or authorise the purchase/execution of quantity/work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Institute which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability as regards supply under the contract; or
- iii) Cancel the contract and purchase/execute or authorise the purchase/execution of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Institute, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under such clause (b) above or this clause the provision of delivery clause apply as far as applicable.

28. Institute's decision as to rejection is final: - The Institute's decision as regards the rejection shall be final and binding on the contractor subject to contractor's appeal.

29. The following terms of payment shall be applicable to this contract:

- 50% of the quoted rate pro-rata against delivery of all materials after checking at site and Submission of the following documents:
 - i) Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems including maintenance have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied free to the Institute.
- 45% of the quoted rate after successful completion of the work as per tender conditions and submitting the Bank Guarantee of 3% of the contract amount valid till completion of the work.
- 5% of the contract amount after completion of one year's defect liability period.

30. The entire work shall be completed within 45 days from the date of work order failing which liquidated damages @ 0.25 % of the contract amount per week with an upper ceiling of 10% of the contract amount, will be levied.

31. The successful tenderer shall execute an agreement with the Institute on stamp paper within fourteen days of receipt of letter of acceptance. However, the issue of letter of acceptance by the Institute shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.

32. The tenderer shall furnish the name and address of the Bankers with whom they normally Bank. They shall also furnish the name and addresses of their recent clients for whom they have carried out similar works/supplies in the recent past, along with full details like the cost and capacity of the system/machine supplied, the date of the supply etc.

33. The Institute reserves the right to accept or reject any or all the tenders either in full or in part without assigning any reasons thereof.

34. The Contractor shall strictly comply with the provision of safety code annexed hereto.

35. The scope of work shall include the following:

Removal of old equipment, Supply, assembling, Delivery of equipment to Institute's site at Main Office Building, New Delhi- 110010 including packing, handling, transporting, loading/unloading at site, commission, testing of AV equipments.

36. The tenderer should indicate in his tender the complete description of the working of the system/sub systems and their power requirements with all relevant brochures /literature etc. in addition to those called for in the Technical specifications.

37. The Tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the Institute's Technical Specifications.

38. Tenderer shall supply all tools, plants, scaffolding, labour and consumables etc as required for installation, testing and commissioning of the AV equipments.

39. The tenderer shall state clearly in his tender the standard tools, spare parts which he will supply free of cost when installing the equipments and handover same to the Institute after completion of the work.

40. Validity of Tender

The Tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Part I of tender, which period may be further extended by mutual agreement in writing by the Tenderer and the Tenderer shall not cancel or withdraw the tender during this period.

Lowest Tender Not Necessarily To Be Accepted

41. The Institute is not bound to accept the lowest or any tender or to assign any reason for non-acceptance.

42. The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though Institute may elect to modify/withdraw the tender

43. If the invitation to Tender is withdrawn or cancelled by the Institute, which shall have the right to do so at any time, the Bank Guarantee/EMD will be discharged immediately.

44. On award of contract, the successful tenderer shall furnish a Bank Guarantee of an amount equal to 3% (Three percent) of the contract value in the format prescribed by the Institute towards security deposit for the due fulfilment of the contract. This Bank Guarantee towards security deposit shall be valid for the period of completion of the contract.

45. All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the security deposit, if the amount so permits unless the contractor deposits such amounts in cash within ten days of issue of demand notice by the Bank.

46. The contractor shall submit a **Bar Chart** for completion of the work within the contractual completion period from day of issue of work order. Such chart shall include all activities like the date of supply of material at site, item wise completion of work etc., and obtain the approval of the Institute.

47. The responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by the Institute. Contractor has to make his own arrangement to ensure safety of the supplied material.

48. The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. **Each page of the tender documents should be signed for his / their having acquainted himself / themselves in the general conditions of contract, Technical specifications, etc.**

49. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.

50. On receipt of intimation from the Institute of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract and within fourteen days thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement the written acceptance by the MP-IDSA of a tender in itself will constitute a binding agreement between the MP-IDSA and the person so tendering, whether such contract is or is not subsequently executed.

51. The contractor shall not assign the contract to any other person/firm. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.

52. Language

The Tender including all labels in drawings, documents, catalogues etc. shall be in English.

53. Right to Accept Part Tender

The Institute reserves the right to accept the tender either in whole or in part at the same prices quoted by the Tenderer.

Other Issues

54. **Adherence to Specifications**

The Contractor shall carry out all the work strictly in accordance with the approved drawing, detailed specifications and instructions of the Webmaster/System Administrator. If in the opinion of Webmaster/System Administrator, nominal changes have to be made to suit the site condition, the Contractor shall carry out the same without any extra charge.

55. **Acquaintance with the site of work**

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 making a tender and for entering into a contract and must examine the drawings, 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 appertaining thereto. The Employer's decision in such cases shall be final and shall not be open to arbitration.

56. **Schedule of Quantity**

A Schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of the Employer. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled in order to show the aggregate value of the entire tender.

57. The rates quoted in the tender shall include all charges for scaffoldings, watch and work, protection of all erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding etc. as occasion shall require or when ordered so as to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Institute .

58. Not entitled for any compensation

The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

59. Bound to carry all items of work

The successful tenderer is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by the Institute.

60. Contractor should make his own arrangement of tools, ladders, scaffolding, loading –unloading of the material at site of installation etc.

61. Contractor should remove all the debris (if any) from the site and take it away from Institute's premises at their own cost.

62. **Power Supply:** The employer shall provide power from the existing source at site. The contractor has to arrange for distribution of power from the aforesaid source and the work related thereto shall be with the approval of Estate Manager.

63. **Escalation:** No escalation and payment due to increase in prices/wages will be made to the contractor. The rates quoted shall remain firm throughout till completion of the work and nothing extra beyond the quoted rates shall be paid for whatsoever reason.

64. If any accessories, parts, works which are not mentioned above but are required to complete the work of installation of upgradation of Seminar Hall-2 & Auditorium, are in the scope of the tenderer.

65. Contractor shall ensure smooth working in professional manner including restoring the carpets & other infrastructure. Contractor shall re-do the carpet and ensure cleaning. If any damage happened during course of work, it is purely responsibility of contractor. If contractor fails to do the restoration work in original condition, Institute may undertake the work itself & payment shall be deducted from contractor's bill.

I/We have understood all the above-mentioned conditions and they are acceptable to me/us.

Place:

Seal and Signature of the Tenderer

Date:

Safety Code

Necessary protective and safety equipments shall be provided by the contractor to the Site Engineer, workers and supervisory staff and used at site.

1. First Aid: First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
2. Injured Person: The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Strong Scaffolding: Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No Portable Single Ladder: No portable single ladder shall be over 8 meters in length, the width between the side rails not less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder.
5. Excavated Material: The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavations shall be provided with necessary minimum height shall be one meter.
6. Openings in floor: Every opening in the floor of a Building or a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. Debris: No floor, roof or other part of the structure shall be as over-loaded with debris or materials as to render it unsafe.
8. Protective Wear: Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Eye Shield and gloves: Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. No lead contains in paint: No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
11. Face Mask: Suitable face masks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
12. Equipments in good condition: Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
13. Durable and strong Ropes: The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

Section IV - The Conditions Hereinafter Referred To

1. Interpretation Clause

I. In construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.

- (a) "Employer" Shall mean Manohar Parrikar Institute for Defence Studies and Analyses and shall include its assigns and successors.
- (b) "Contractor" shall mean
(in the case of a partnership) _____ and _____ trading in the name and style of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
(in the case of individual) "Contractor" shall mean Shri _____ trading in the name and capacity of _____ and shall include his heirs, successors and legal representatives.
(in the case of Company) "Contractor" shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns.
- (c) "Site" Shall mean the site of the contract works including any Building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
- (d) "This Contract" Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications etc. attached hereto and duly signed.
- (e) "Webmaster" The term "Webmaster" shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Estate Manager every facility and assistance for inspecting the works and materials, and for checking and measuring time and materials. Neither the Estate Manager nor any representative of the Institute shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract, or to sanction any day work, additions, alterations, deviations, or omissions, or any extra work whatever, except in so far as such authority may be specially conferred by a written order of the Institute .
The Estate Manager or any representative of the Institute shall have power to give notice to the Contractor or his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued. The work will, from time to time, be examined by the Institute's representative but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is

Completed. Subject to the limitation of this clause the Contractor shall take instructions only from the Institute's Authorized Representative.

- (f) "Notice in writing" Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post or e mail to the last known private or business address to have been Received when in the ordinary course of post, it would have been delivered.
- (g) "Net Prices" If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisionalsums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
- (i) "The works" Shall mean the Supply and Installation and Commissioning of upgradation of Seminar Hall-2 & Auditorium for Institute's Main Office Building for the Employer at New Delhi as provided herein.

2. **Scope of Contract**

The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as "Employer's Instructions" in regard to :

- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- (b) Any discrepancy in the Drawings or between the Schedule of Quantities and/or Drawings and/or Specifications.
- (c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.
- (d) The removal and/or re-execution of any works executed by the Contractor.
- (e) The dismissal from the works of any persons employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects.

The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the Employer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by the Employer, such shall be deemed to be Employer's instructions within the scope of the Contract.

3. Variations to be approved by Employer

The Contractor shall submit a statement of variations giving a quantity and rates duly supported by analysis of rates, vouchers etc. The rates on scrutiny and final acceptance by the Employer shall form a supplementary tender. The Employer shall not be liable for payment of such variations until these statements are sanctioned by it.

4. Drawings, Schedule of Quantities & Agreement

The Contract shall be executed in triplicate and the Contractor shall be entitled to one executed copy for his use. Before the issue of the final certificate to the Contractor, he shall herewith return to the Employer, all Drawings and Specifications to the Institute.

5. Contractor to provide everything necessary at his cost

The Contractor shall provide at his cost, everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the Employer who shall decide which is to be followed.

6. Authorities, Notices and Patents

- I. **The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of electric supply and other companies and/or authorities with whose systems, the installation is proposed to be connected and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the Employer, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not receive such instructions within ten days, he shall proceed with the work conforming to the provisions, regulations or bye-laws, in question, and any variation so necessitated shall be dealt with under Clause No.13 thereof.**
- II. **The Contractor shall bring to the attention of the Employer, all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer.**
- III. **The Contractor shall indemnify the Employer against all claims in respect of rights, and shall defend all actions arising from claims, and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.**

7. Setting out of works

The Contractor shall set out the works and shall be reasonable for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense, rectify such error to the satisfaction of the Employer.

8. Materials and workmanship to conform the descriptions

All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Employer's instructions, and the Contractor shall upon the request of the Employer furnish him with all invoices, accounts receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Employer may require.

9. Contractor's superintendence and representative on the works

The Contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in tender. The Contractor shall also during the whole time the works are in progress, employ a competent representative who shall be constantly in attendance at the works while the men are at work. Any directions, explanations, instructions or notices given by the Employer to such representative shall be held to be given to the Contractor.

10. Dismissal of Workmen

The Contractor shall on the request of the Employer, immediately dismiss from the works, any person employed thereon by him who may, in the opinion of the Employer, have committed an act of misconduct and such persons shall not be again employed on the works.

11. Access to Works

The Employer and their respective representatives shall at all reasonable times have free access to the works and/or the workshops, factories or other places where materials are lying of from which they are being obtained and the Contractor shall give every facility to the Employer and their representatives necessary for inspection and examination and test of the materials and workmanship. No person not authorized by the Employer except the representatives of public authorities shall be allowed on the works at anytime.

12. Assignments and Sub-letting

- I. The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.
- II. No alteration, omission or variation shall vitiate this Contract but in case the Employer thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Employer, with the prior approval in writing of the Employer in accordance with the provisions of tender hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

13. Schedule of Quantities

The Schedule of Quantities, unless otherwise stated, shall be deemed to have been prepared in accordance with the Standard Method of Measurement.

Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this contract but shall be rectified and the value thereof as ascertained hereof, shall be added to, or deducted from, the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's Schedule of Rates.

14. Sufficiency of Schedule of Quantities

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the Schedule of Rates and Prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

15. Measurement of Works

- I. The Webmaster may from time to time intimate to the Contractor and the Employer that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified Agent to assist the Webmaster in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.
- II. If the Contractor does not attend or neglect or omit to send such Agent, then the measurement taken by the Webmaster shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurement detailed in the Specifications.
- III. The Contractor or his Agent may at the time of measurement take such notes and measurements as he may require.

16. Prices for extra etc. ascertainment of

- I. The Contractor may, when authorized by Employer, add to, omit from, or vary the works shown upon the drawings, or described in the Specification, or included in the Schedule of Quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Employer shall, if confirmed by him in writing seven days, be deemed to have been given in writing
- II. No claim for any extra shall be allowed unless it shall have been executed under provisions of written permission from Institute hereof with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.
 - (a) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein. Rates for all items, wherever possible, should be derived out of the rates given in the Priced Schedule of Quantities.
 - (b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) hereof.

- (c) Where the extra works are not of similar character and/or executed under similar conditions as foresaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the contract works or to any part thereof shall be such that in the opinion of the Employer the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or
- Inapplicable, the Employer shall fix such other rate or price as in the circumstances he shall think reasonable and proper.

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurement" stated in the tender document .

17. Unfixed materials when taken into account to be the property of the Employer

Where in any Certificate (of which the Contractor has received payment) the Employer has included the value of any unfixed materials intended for and/or placed on or adjacent to the works, such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Employer. The Contractor shall be liable for any loss of or damage to such materials.

18. Removal of improper work

All works in course of execution or executed in pursuance of the contract shall all this be accessible to the inspection and supervision of the employer shall either himself be present to receive the orders/instruction or a responsible officer deputed for the purpose.

The Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times, as may be specified in the order, of any materials which in the opinion of the Employer are not in accordance with the Specifications or the instructions of the Employer, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instruction, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay the other persons to carry out the same, and all expenses consequent thereon, or incidental thereto shall be borne by the Contractor, or may be deducted by the Employer from any money due, or that may become due, to the Contractor.

19. Defects after virtual completion

Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto, within 12 months from the date of commissioning of the system, arising in the opinion of the Employer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default, the Employer may employ and pay other persons to amend and make good such defects, other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from any moneys due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under Clause 4.32 hereof being insufficient, recover the balance from the Contractor, together with

any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub-Contractor employed on the works who has been nominated or approved by the Employer hereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause hereof. The Contractor shall remain liable under the provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by the Employer.

20. Certificate of virtual completion and Defects Liability Period

The works shall not be considered as completed until the Employer has certified in writing that they have been virtually completed. The Defects Liability Period shall commence from the date of such Certificate.

21. Insurance in respect of damage to person and property

- I. The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-Contractor or any employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this Contract. This Clause shall be held to include inter alia any damage to Buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the Buildings and works forming the subject of this Contract by frost, rain wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of any legislature or otherwise and also in respect of any award of compensation or damages consequent upon such claim.
- II. The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to deliver up the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.
- III. The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequences thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of this Contract. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other statute in force during the currency of this contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expenses effect and maintain, until the virtual completion of the Contract.
- IV. The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages, arising therefrom.
- V. The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expenses arising or accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor, without prejudice to the Employer's other rights in

respect thereof. The Contractor shall insure the works at his cost and keep them insured until the virtual completion of the work, against loss or damage by fire also.

22. Date of Commencement and Completion

The Contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix hereto or such later date as may be specified by the Employer and he shall thereupon and forthwith being the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Employer may desire to delay) on or before the "Date of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

23. Damages for Non-completion

If the Contractor fails to complete the works by the date stated in the Appendix Here in before, Referred to or within any extended time and the Employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.

24. Delay and Extension of Time

If in the opinion of the Employer, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of Employer's instructions hereof or (d) in consequence of the Contractor not having received necessary instruction in due time, from the Employer for which he shall have specifically applied in writing or (e) from other causes which the Employer may certify as beyond the control of Contractor.

25. Failure by Contractor to comply with Employer's instructions

If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such further drawings and the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer or may be deducted by him from any moneys due to the Contractor.

26. Termination of Contract by the Employer

If the Contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee of the Liquidator, in such acts of insolvency or winding up, as the case may be, shall be unable, within seven days after notice to him requiring him to do so, to show the reasonable satisfaction of the Employer that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Employer.

Or if the Contractor (whether an individual, firm or Incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor,

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor,

Or shall assign or sublet this Contract without the consent in writing of the Employer first had obtained,

Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor

hereunder,

Or if the Employer determine that the Contractor

has abandoned the Contract, or

has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Employer notice to proceed, or has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or

has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Employer under these Conditions or

has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases, the Employer may notwithstanding any previous waiver, after giving seven day's notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the Estate or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. when the works shall be completed or as soon thereafter as convenient, the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of twenty days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Employer shall thereafter ascertain in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

27. Termination of Contract by Employer

- I. If payment of the amount payable by the Employer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.
- II. In arriving at the amount of such payment, the net rates contained in the Contractor's original Tender shall be followed, or where the same may not apply, valuation shall be made in accordance with prevailing rules.

28. Certificates and Payments

- I. The Contractor shall be paid by the Employer from time to time by installments under Interim Certificate to the Contractor on account of the works executed, work to the approximate value named in the Appendix as "Value of work for Interim Certificates" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract, after which time the installments shall be upto the full value of work, subsequently so executed and fixed in the Building. The Employer may, at his discretion, include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Employer shall have certified in writing that they have been completed, the Contractor shall be entitled to the payment of the Final Balance in accordance with the Final certificate to be issued in writing by the Employer at the expiration of the period referred to as "the Defects Liability Period" in the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and defects made good according to the true intent and meaning hereof, whichever shall last happen, provided always that the issue by the Employer of any certificate during the progress of the works at or after their completion shall not relieve the Contractor from his liability under Clause 4. 20 nor relieve the Contractor of his inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate, and in case of all defects and insufficiencies in the works or materials, which a reasonable examination would not have disclosed. No Certificate shall of itself be conclusive evidence that any works or materials, to which it relates, are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Employer might have been certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.
- II. The Employer shall have power to withhold any Certificate if the works or any parts thereof are not being carried out to his satisfaction.
- III. The Employer may by any Certificate make any correction in any previous certificate which shall have been issued by him.
- IV.
- V. No certificate or payment shall be issued if the Contractor fails to insure the works and keep them insured till the issue of the Virtual Completion Certificate.
- VI.
- VII. Payments shall be made within the period named in the Appendix as "Period for honoring Certificates" after such Certificates have been delivered to the Employer.

29. Delayed Payment

Any amounts payable by the Employer to the Contractor if not paid within the "Period for honoring Certificates" named in the Appendix, carry interest at the rate named in the Appendix as the "Rate of interest for delayed payment" from the date upon which such sum ought to have been paid by the Employer until the payment.

30. Matters to be finally determined by Employer

The decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, Certificate or valuation of the Employer or any refusal of the Employer to give any of the same shall be subject to the right of arbitration and review in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the Employer.

31. Settlement of dispute by arbitration

In case of any dispute or difference arising out of or in connection with or in carrying out of the work (whether during the progress of the work or after completion and whether before or after the determination, abandonment or breach of contract) except as to any of the excepted matters provided hereunder the parties hereto, shall first endeavor to settle such disputes or differences amicably. If both the parties fail to reach such amicable settlement, all the disputes or differences shall be finally settled by arbitrators as provided herein.

In case of failure of such amicable settlement by the parties, then either party may within 28 days of such a failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in dispute or differences of which such written notice has been given and no other matter shall be referred to the arbitration of a single arbitrator to be appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, the appointment of two arbitrators (one to be appointed by each party) and an umpire to be appointed by the arbitrators. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules framed there under from time to time shall apply to such arbitrations.

In the event of the Arbitrator or any one of the Arbitrators, as the case may be, dying, neglecting, refusing to act or resigning or being unable to act for any reason or the award being set-aside by the Court for any reason it shall be lawful for the parties to appoint another Arbitrator in the manner provided herein above.

The venue of arbitration shall be New Delhi, INDIA.

The Arbitrator or Arbitrators appointed under this Schedule shall hold the arbitration proceeding jointly and shall have the power to extend the time to make the award with the consent of the parties.

Pending reference to arbitration and award thereon, the parties shall make all endeavor to complete the work in all respects as herein contracted and all disputes, if any, will finally be settled in the arbitration.

Upon every or any such references to the arbitration, as provided herein the cost of and incidental to the reference and award respectively shall be, at the discretion of the Arbitrator or Arbitrators or the Umpire, as the case may be, who may determine the amount thereof. The Arbitrator, Arbitrators or Umpire, as the case may be, shall give reasoned award in respect of each item of disputes which shall be final and binding on both the parties. It is agreed that the Contractor shall not delay the carrying out of the work by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the work with all due diligence and shall, until the decision of the Arbitrators, as the case may be, is given, abide by the terms and conditions of the contract herein, as also instructions with regard to the actual carrying out of the work herein contracted and no award shall relieve the Contractor of his obligations to adhere strictly to the terms and conditions of the contract herein as also instructions with regard to the actual carrying out of the work. The Bank and the Contractor hereby also agree that arbitration under this schedule shall be a condition precedent to any right of action, under the Contract.

In case during the arbitration proceedings, the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator or Arbitrators, or Umpire, as the case may be, shall be deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement thereof with the Arbitrator or Arbitrators or the Umpire, as the case may be.

For the purpose of this clause, the expression "excepted matters" shall mean and refer to all or any of the matters under Scope of work, Contract price, Delivery Schedule & Final Acceptance certificate.

32. Right of technical scrutiny of final bill

The Employer shall have a right to cause a technical examination of the works and the final bill of the Contractor including all supporting vouchers, abstracts etc. to be made at the time of payment of the final bill. If as a result of this examination or otherwise, any sum is found to have been overpaid or over-certified, it shall be lawful for the Employer to recover the sum.

33. Employer entitled to recover compensation paid to workmen

If, for any reason, the Employer is obliged, by virtue of the provision of the Workmen's Compensation Act, 1923, or any statutory modifications or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the

Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

34. Abandonment of Works

At any time after acceptance of the tender, the Employer shall, for any reasons whatsoever, not require the whole or any part of the works to be carried out, the Employer shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

35. Right of Employer to terminate Contract in the event of death of Contractor, if individual

Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual, dies, the Employer shall have the option of terminating the Contract without incurring any liability for such termination.

36. Marginal Notes

The headings catch lines hereto and, in the annexures, hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the annexures hereto.

37. Anti-Profiting Element of GST: if any change occurred during currency of work, GST shall be paid as per actual. If the GST rates reduced after award of work, the same shall be paid to contractor. If the GST rates increase, the same shall be implemented.

38. Work Contract Tax: WCT shall be deducted as per applicable laws.

Section (V)

Appendix Here in before Referred To

1.	Defects Liability Period	Twelve months from the date of Virtual Completion Certificate. Security deposit shall be released after 03 months of completion of DLP
2.	Period of Final Measurement	3 months
3.	Date of Commencement	From the date of issue of work order.
4.	Date of Completion	45 days after issue of workorder.
5.	Liquidated damages at the rate of	0.25% of the contract value per week subject to a maximum of 10% of the contract value.

SECTION VI

(Appendix I)

Check List

Tender For Upgradation/ Installation/ Renovation of Sem Hall 2 & Auditorium Tower for MP-IDSA Main Office Building at New Delhi

Commercial Conditions

Sr. No.	Description	Bank's Terms	Acceptance of Institute's terms (YES/NO)
1	Validity	90 days	
2	EMD	Rs.50000.00	
3	Bank Guarantee	BG of 3 % of the contract amount should be submitted before start of the work and it should be valid 15 months after Completion of Project.	

Part II should not contain any terms and conditions but only priced bill of quantity. Terms and conditions, if any, incorporated in Part II, will not be valid or considered.

Place:

Date:

Signature of Contractor

**Name Designation
Seal of the firm**



**MANOHAR PARRIKAR INSTITUTE FOR
DEFENCE STUDIES AND ANALYSES**
मनोहर पर्रिकर रक्षा अध्ययन एवं विश्लेषण संस्थान

**—Manohar Parrikar Institute for Defence Studies and Analyses, intends to
Upgradation/ Installation/ Renovation of Sem Hall 2 & Auditorium for
Institute's Main office building .**

Introduction:

The work covers **Upgradation/ Installation/ Renovation of Sem Hall 2 & Auditorium** & the other allied works as detailed in the technical specifications.

The units and systems proposed to be supplied shall be complete & technically fulfilling the submitted / desired criteria and any part not mentioned in this document but essential for the work and operation of the Upgradation/ Installation/ Renovation of Sem Hall 2 & Auditorium as a whole shall be included in the scope of work and offered as a part of the complete package. The tenderer shall clearly indicate during Pre- bid meeting such additional equipment/components if any with all technical details.

The total responsibility for the guaranteed operation of individual unit and the system as a whole rests with the tenderer as regards the ratings, performance reliable and trouble-free working. The tenderer shall visit and ascertain site conditions, existing structures and other obstructions if any. The work has to be carried out in an existing office Building without causing inconvenience to the normal working of the Institute. The tenderer will consider suitably for these exigencies in his offer and no extra claims will be entertained later on these grounds. The tenderer shall clearly indicate the make of various equipments or components offered by him.

On the Letter Head of company/firm/organization

Ref. No. _____

Date: _____

Webmaster/System Administrator,
MP-IDSA Shankar Vihar, Delhi Cantt-110010

Dear Sir,

Name of Work: Client's Certificate regarding performance of the Contractor

We confirm that M/s. (Name of the contractor) have carried out the following work/s for us.

Other particulars are given below for your perusal and record:

Sr. No.	Particulars	Comments of the Client
1	Name of the eligible work with brief particulars	
2	Work order No. and date	
3	Project/work cost	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay (indicate amount), if any	
8	Gross amount of the work completed and paid for	
9	Performance Report :	Outstanding / Very Good / Good / Fair / Satisfactory / Poor
	(ii) If firm is maintaining the system under Annual Maintenance Contract (AMC). Indicate grading for performance of AMC	
10	Comments of the Client on the capabilities of the M/s.	
	(Indicate Grading): Outstanding / Very Good / Good / Fair / Satisfactory / Poor	
	(a) Technical proficiency	

	(b) Financial soundness	
	(c) Mobilization of Manpower	
	(d) General Behavior	
11	Any other information which you consider will help us in making our decision.	

Office Seal of the Client

Yours faithfully,

(Signature of the Responding Officer*)For
S.E.(E) / Executive Engineer (E)

Note:

- * *Responding Officer should be of the Rank of Superintending / Executive Engineer in respect of a Government/Semi- Government organization or a PSU*
- * *Responding Officer should be of the Rank of General Manager in respect of Private organizations*
- * *The matter written in italic not to be printed on the final Performance Certificate*

On the Letter Head of company/firm/organization

Date: _____

Webmaster/System Administrator,
MP-IDS A Shankar Vihar, Delhi Cantt-110010

Dear Sir,

Subject: Manufacturers' Authorization Form (MAF) for the Bid Reference No. _____ Dated: _____

Dear Sir,

We M/s _____ who are the Brand Owner of _____

(Brand Name) range of Products hereby authorize M/s _____ to quote

_____ (Brand Name) range of _____ (Product) in the above mentioned Bid.

Office Seal of the Manufacturer

Yours faithfully,

(Name & Signature of a Representative)

Section (VI)

Technical Specifications of Sem Hall 2 & Auditorium

1. Scope

Upgradation/ Installation/ Renovation of Audio-Visual system in Sem Hall 2 & Auditorium. The work includes preparation of schedule of work as per requirement attached, without damages to any other equipments or Infrastructure. The work to be carried out in such a way that the upgradation of the seminar hall 2 & Auditorium should not be hampered.

2. Specifications

3. Upgradation/ Installation/ Renovation of Sem Hall 2

Upgradation shall be suitable for in-door installation. The Upgradation/ Installation/ Renovation of Sem Hall 2 shall be phase wise manner, old Mics will continue to be used with an Analog-to-Digital conversation for feeding into the digital VC (Video Conferencing) solution. This involves Installation of Cameras and various configurations of digital equipment.

4. Upgradation/ Installation/ Renovation of Auditorium Upgradation shall be suitable for in-door installation. The Upgradation/ Installation/ Renovation of Auditorium shall be phase wise manner, first and second phase of upgradation has been successfully completed. In this phase some equipment needs to be installed and upgraded.

5. Installation of Sem Hall 2

There should be 2 Cameras of 20x Zoom and Audio/Video controllers for Live Streaming. None of the Mics are being replaced and it will not provide Look at Me feature till digital Mics are Installed in a later phase.(Table:)

6. Installation of Auditorium

There should be Line Array Speakers System, Recorder, Streamer, NAS storage system, Matrix Switches, Centralized Controller Unit with docking station panel, Transmitters, Power supply unit, Cables & Connectors. (Table:)

7. Testing System

- a) All Equipment, labor etc. shall be arranged by contractor.
- b) All Equipment shall be tested.
- c) In case Equipment is tested in parts, this section shall be securely sealed and capped during testing.

8. Damages made while carrying out the work:

Any damages made to the Institute's property by the contractor while carrying out the entire work will be made good as per the original by the contractor at his own cost. If the contractor fails to do so, MP-IDSA at liberty to undertake the work itself & amount shall be deducted from contractor's bill.

9. Cabling work

All power cables/control cables shall be measured on linear basis in meters.

No extra price shall be paid on account of end termination of control cables which includes thimble etc. Power cable end termination and connection shall form part of cable gland item and hence shall not be measured separately. All spacers, saddles, cable tray etc. shall be laid as per directives of Institute within quoted cost of the cable.

TECHNICAL SPECIFICATION COMPLIANCE STATEMENT SEMINAR HALL - 2

Sr.No.	Description/Details	Quantity
1.	<p>Video Conferencing PTZ Camera (20X Zoom) USB based : Yes; Zoom : <i>Minimum 20X Optical Zoom; Digital 16X; Iris: f=5.5~110mm ; F1.6 ~ F3.5;Viewing Angle:3.3° (tele) –54.7° Wide ;Sensor:1 /2.8inch or better CMOS sensor; Mega Pixels:2.07 ; Video Format: SDI Video Formats: 1080P60/50/30/25/59.94/29.97 ; 1080I60/50/59.94. 720P / 50/ 30 / 25 /59.94/29.97; Minimum illumination:0.5 Lux ; DNR:2D & 3D DNR; White Balance :Auto/Manual/One push 3000K / 3500K / 4000K / 4500K / 5000K / 5500K / 6000K / 6500K /7000K; Electronic Shutter : Auto/Manual; Focus : Should be Auto/Manual/One Push; BLC:ON/Off; WDR : Off/Dynamic level adjustment; Video Adjustment: Brightness, Color, Saturation, Contrast, Sharpness, B/W mode, Gamma curve; SNR : >55 dB; Interface : USB 2.0 x1 , USB 3.0 x1, LAN x1, RS232 x 1, HDMI x 1 ; Audio InVideo Compression Format:H.265/H.264 ; Control Protocol: VISCA/PELCO-D/Pelco-P; Baud Rate : 11520 / 9600 / 4800 / 2400 ; LAN Port :Yes; Network Protocol: RTSP/RTMP/ ONVIF, GB/T28181; Pan Rotation:+ 170° Tilt Rotation :-30°~+90° ; Pan Control Speed: 0.1~60°/second ;Tilt Control Speed : 0.1~30°/second ;Preset Speed: Pan: 60°/second, Tilt 30°/second ;Preset Number:255 preset Look At Me</i></p>	02
2.	<p>Echo Canceller EHD - Digital Signal Processor Automatic Echo Cancellation, Automatic Gain Control, Dynamic Noise Reduction, Full Duplex, Feedback Suppression, 3.5mm jack with reference-quality mic preamps at an incredible 0.0007% THD, should be excellent for live streaming, video conferencing or recording applications specially in PC/Laptop, should include 2 channels of reference-quality mic preamps, 2 direct outputs for recording, 1 stereo input channel, dedicated media channel, Bluetooth wireless input and high quality digital effects, Bluetooth 3.0 + EDR, A2DP, Stereo USB-B streaming audio in and out, 16-bit, up to 48kHz sample rates, 48 volt phantom power, dual selectable control room outputs, built-in stereo compressor, an on-board selectable high impedance preamp equalized for guitar, 3-band EQ per channel with bypass, signal/clip indicators, and a stereo master LED meter bridge. The Bluetooth should allow seamless connection to smart devices. It should have direct outs on the mic channels allowing easy connection to most DAW interfaces for recording. Should stream the stereo mix directly to and from a PC via USB. It should also have a tablet cradle to hold a smart device like tablet on DSP, 2 combination XLR/1/4" low noise mic preamps, 3-band EQ on all channels, 2 channels of EQ, EQ bypass per channel, LED clip and signal present indication, 2 Channels of direct out, Stereo pan control per channel, Channel 3/4 stereo 1/4" or 3.5mm input channel, Channel 5/6 stereo 1/4", RCA, or Bluetooth input channel, Dual selectable control room outputs- 1/4" main stereo outputs. Should have high quality master LED meter bridge, Built-in master compression, Studio quality headphone output, Should have built-in Digital Effects, Should have global 48V phantom power.</p>	01

3.	25 Meters V2.0 HDMI Cable Gold Plated 4k, Full HD for LED TV, HDTV, Projector and Computer (25 Meters /82 feet)	04
4.	UltraHD 4K @ 60 Hz 1X4 HDMI Splitter 1 in 4 out 4 Port 4: 8-Bit – HDMI 2.0, HDCP 2.18 Gbps	02
5.	<p>Multi-format Video Mixer Switcher 4 X HDMI inputs multi Camera production USB3.0 live streaming</p> <p><i>Dual channel Video Switcher Mixer for the streaming generation, mini-pro features four resolution independent inputs – three up to 2K and one up to full 4K@60 to take advantage of native high-performance sources, whether cameras or laptops, without compromising on quality; It should have presets for PIP and PBP , it should also include full pixel-to-pixel scaling capabilities for both the PIP and background video layers ; It should have Audio for output should be selectable from embed ,It should have built-in LCD display just not to only shows video preview, but it should be touch enabled for day to day operation of features and settings. ; It should have features including dynamic output control, preview multi-view, picture in picture, Chroma Key, video transitions, on board PTZ camera controls etc.; Stream : It should have superspeed USB3.0 streaming in which just by connecting the device to a laptop or other device it should stream quickly and easily to various social media and streaming platforms as well as a vast array of popular collaboration applications.; Go Live : It should be able to display local and live with the 2K HDMI output port – which should be used for a preview or the live program output. It should be more than a streaming switcher and should also be a live event switcher; Record: It should be able to from dedicated USB port to capture, record video and audio directly from the device with any portable HDD up to 2TB.; Control : It should have on board control for PTZ cameras directly within the device. It should save attribute views of cameras for recall at the touch of a button.; Preview : It should be able showcase all sources live immediately in the builtin LCD display. It should have the facility to get connected to a video output and should display a multi-view preview to always see the next preset before going live.; Mix : It should have transition and switch between live video program and preset. It should be able to recall saved preset views along with scaled video layers.</i></p>	01

TECHNICAL SPECIFICATION COMPLIANCE STATEMENT AUDITORIUM

Sr. No.	Description/Details	Quantity
1.	Recorder and Streamer <i>4 Channel Full Motion Recording & Streaming Device to Record & Stream the Events live on various Cloud. Recorder and streamer with 512 SSD + 1 TB HDD (Expandable Upto 2TB), Supports and records 4 HDMI Inputs simultaneously with 3 Audio Output (HDMI,DVI,DP) with the Graphic card support TSMP, HLS, RTSP and TS protocols for broadcasting videos online, 450W 80 PLUS Bronze SMPS, PC function i7,10th Gen,32 GB RAM, Dual LAN,6 USB Ports</i>	01
2.	Network Attached Storage (NAS) System <i>4 TB Storage Device for the above Recording System.</i>	01
3.	HDMI 8X8 Matrix Switcher <i>HDMI Matrix Switcher for switching for HDMI Source.</i>	01
4.	Line Array Speaker System	02
5.	Centralized Control System <i>It can Control the equipments through its touch panel, so there is no need to each and every device individually or by their Remote Control should be equipped with at least 4 bidirectional RS-232 serial ports, at least 4 IR ports, at least 4 Digital I/O ports, at least 4 low voltage relays for controlling room functions, at least 1 Ethernet monitoring and control port, Rack mounting</i>	01
6.	Power Supply Unit for Centralized System <i>It is required for above control system which can be operate the devices power control like Projector, Projection Screen, LCD Display, Switcher etc.</i>	01
7.	10 inch Wi-Fi Touch panel with docking station. <i>Overall system control button / pages will be display on this touch screen display and control the system with touch interface.</i>	01
8.	Connecting Cables	01 Lot
9.	Programming & Installation	01 Job
10.	Wall mount Kit for Line Array Speaker System	02

APPROVED MAKE LIST OF EQUIPMENT / ACCESSORIES

Sr. No.	Description	List of manufacturers
1.	Video Conferencing Camera (20X Zoom)	People Link/Atdsc/Polycom/CISCO
2.	Echo Canceller EHD/ Digital Signal Processor 6Channel	People Link/Atdsc/Danacoid
3.	25 Meters V2.0 HDMI Cable Gold Plated 4k, Full HD for LED TV, HDTV, Projector and Computer (25 Meters /82 feet)	Atdsc/Kramer/Linetek
4.	UltraHD 4K @ 60 Hz 1X4 HDMI Splitter 1 in 4 out 4 Port 4: 8-Bit – HDMI 2.0, HDCP 2.18 Gbps	Orei/Atdsc/Creston/Kramer
5.	Multi-format Video Mixer Switcher 4 X HDMI inputs multi Camera production USB3.0 live streaming	People Link/ATEN/Kramer/RGBlink
6.	Recorder and Streamer	Kramer/Atdsc/ATEN
7.	NAS Storage System 4TB	Seagate/Western Digital/Samsung/Dell
8.	HDMI 8X8 Matrix Switcher	Kramer/Atdsc/Aten
9.	Line Array Speaker System	Atdsc/Polycom/Yahama/JBL/Bose
10.	Centralized Control System	Crestron/Kramer/ATEN
11.	Power Supply Unit for Centralized System	Crestron/Kramer/ATEN
12.	10 inch Wi-Fi Touch panel with docking station.	Crestron/Samsung/iPad
13.	Connecting Cables	Custom
14.	Programming & Installation	NA
15.	Wall mount Kit for Line Array Speaker System	Custom

1. Bidders may note that all above work is including of repairing, drycleaning, carpet pasting.
2. The work includes freight charges, lifting, loading, unloading.

Seal of company

Signature

PRICE BID

S.NO.	DESCRIPTION	QNTY	RATE	AMOUNT
1	Upgradation/Renovation of Audio-Visual System in Seminar Hall-2 as per Annexure-1 below	1 Job		
2	Upgradation/Renovation of Audio-Visual System in Auditorium as per Annexure-2 below	1 Job		
3	TOTAL AMOUNT			
4	GST			
5	GRAND TOTAL IN FIGURE			

GRAND TOTAL IN WORDS: _____

NOTE:

1. This sheet is to remain vacant till Technical Bid.
2. No over-writing/cutting is allowed.
3. If the difference observed in words & figure, higher of the two shall be considered.

ANNEXURE-1

Sr.No.	Description/Details	Quantity	Rate (Rs)	Amount
1.	<p>SITC of Video Conferencing PTZ Camera (20X Zoom) USB based : Yes; Zoom : <i>Minimum 20X Optical Zoom; Digital 16X; Iris: f=5.5~110mm ; F1.6 ~ F3.5;Viewing Angle:3.3° (tele) –54.7° Wide ;Sensor:1 /2.8inch or better CMOS sensor; Mega Pixels:2.07 ; Video Format: SDI Video Formats: 1080P60/50/30/25/59.94/29.97 ; 1080I60/50/59.94. 720P / 50/ 30 / 25 /59.94/29.97; Minimum illumination:0.5 Lux ; DNR:2D & 3D DNR; White Balance :Auto/Manual/One push 3000K / 3500K / 4000K / 4500K / 5000K / 5500K / 6000K / 6500K /7000K; Electronic Shutter : Auto/Manual; Focus : Should be Auto/Manual/One Push; BLC:ON/Off; WDR : Off/Dynamic level adjustment; Video Adjustment: Brightness, Color, Saturation, Contrast, Sharpness, B/W mode, Gamma curve; SNR : >55 dB; Interface : USB 2.0 x1 , USB 3.0 x1, LAN x1, RS232 x 1, HDMI x 1 ; Audio InVideo Compression Format:H.265/H.264 ; Control Protocol: VISCA/PELCO-D/Pelco-P; Baud Rate : 11520 / 9600 / 4800 / 2400 ; LAN Port :Yes; Network Protocol: RTSP/RTMP/ ONVIF, GB/T28181; Pan Rotation:+ 170° Tilt Rotation :-30°~+90° ; Pan Control Speed: 0.1~60°/second ;Tilt Control Speed : 0.1~30°/second ;Preset Speed: Pan: 60°/second, Tilt 30°/second ;Preset Number:255 preset Look At Me</i></p>	02		
2.	<p>SITC of Echo Canceller EHD - Digital Signal Processor <i>Automatic Echo Cancellation, Automatic Gain Control, Dynamic Noise Reduction, Full Duplex, Feedback Suppression, 3.5mm jack with reference-quality mic preamps at an incredible 0.0007% THD, should be excellent for live streaming, video conferencing or recording applications specially in PC/Laptop, should include 2 channels of reference-quality mic preamps, 2 direct outputs for recording, 1 stereo input channel, dedicated media channel, Bluetooth wireless input and high quality digital effects, Bluetooth 3.0 + EDR, A2DP, Stereo USB-B streaming audio in and out, 16-bit, up to 48kHz sample rates, 48 volt phantom power, dual selectable control room outputs, built-in stereo compressor, an on-board selectable high impedance preamp equalized for guitar, 3-band EQ per channel with bypass, signal/clip indicators, and a stereo master LED meter bridge. The Bluetooth should allow seamless connection to smart devices. It should have direct outs on the mic channels allowing easy connection to most DAW interfaces for recording. Should stream the stereo mix directly to and from a PC via USB. It should also have a tablet cradle to hold a smart device like tablet on DSP, 2</i></p>	01		

	<p>combination XLR/1/4" low noise mic preamps, 3-band EQ on all channels, 2 channels of EQ, EQ bypass per channel, LED clip and signal present indication, 2 Channels of direct out, Stereo pan control per channel, Channel 3/4 stereo 1/4" or 3.5mm input channel, Channel 5/6 stereo 1/4", RCA, or Bluetooth input channel, Dual selectable control room outputs- 1/4" main stereo outputs. Should have high quality master LED meter bridge, Built-in master compression, Studio quality headphone output, Should have built-in Digital Effects, Should have global 48V phantom power.</p>			
3.	<p>SITC of 25 Meters V2.0 HDMI Cable Gold Plated 4k, Full HD for LED TV, HDTV, Projector and Computer (25 Meters /82 feet)</p>	04		
4.	<p>SITC of UltraHD 4K @ 60 Hz 1X4 HDMI Splitter 1 in 4 out 4 Port 4: 8-Bit – HDMI 2.0, HDCP 2.18 Gbps</p>	02		
5.	<p>SICT of Multi-format Video Mixer Switcher 4 X HDMI inputs multi Camera production USB3.0 live streaming <i>Dual channel Video Switcher Mixer for the streaming generation, mini-pro features four resolution independent inputs – three up to 2K and one up to full 4K@60 to take advantage of native high-performance sources, whether cameras or laptops, without compromising on quality; It should have presets for PIP and PBP , it should also include full pixel-to-pixel scaling capabilities for both the PIP and background video layers ; It should have Audio for output should be selectable from embed ,It should have built-in LCD display just not to only shows video preview, but it should be touch enabled for day to day operation of features and settings. ; It should have features including dynamic output control, preview multi-view, picture in picture, Chroma Key, video transitions, on board PTZ camera controls etc.; Stream : It should have superspeed USB3.0 streaming in which just by connecting the device to a laptop or other device it should stream quickly and easily to various social media and streaming platforms as well as a vast array of popular collaboration applications.; Go Live : It should be able to display local and live with the 2K HDMI output port – which should be used for a preview or the live program output. It should be more than a streaming switcher and should also be a live event switcher; Record: It should be able to from dedicated USB port to capture, record video and audio directly from the device with any portable HDD up to 2TB.; Control : It should have on board control for PTZ cameras directly within the device. It should save attribute views of cameras for recall at the touch of a button.; Preview : It should be able showcase</i></p>	01		

	<i>all sources live immediately in the builtin LCD display. It should have the facility to get connected to a video output and should display a multi-view preview to always see the next preset before going live.; Mix : It should have transition and switch between live video program and preset. It should be able to recall saved preset views along with scaled video layers.</i>			
		SUB TOTAL OF ANNEX 1		
<p><u>Note: GST not to be included.</u></p>				

ANNEXURE-2

Sr. No.	Description/Details	Quantity	Rate (Rs)	Amount
1.	Supply and Installation of Recorder and Streamer <i>4 Channel Full Motion Recording & Streaming Device to Record & Stream the Events live on various Cloud. Recorder and streamer with 512 SSD + 1 TB HDD (Expandable Upto 2TB), Supports and records 4 HDMI Inputs simultaneously with 3 Audio Output (HDMI,DVI,DP) with the Graphic card support TSMP, HLS, RTSP and TS protocols for broadcasting videos online, 450 W 80 PLUS Bronze SMPS, PC function i7,10th Gen,32 GB RAM, Dual LAN,6 USB Ports</i>	01		
2.	Supply and Installation of NAS Storage System <i>4 TB Storage Device for the Recording System.</i>	01		
3.	Supply and Installation of HDMI 8X8 Matrix Switcher <i>HDMI Matrix Switcher for switching for HDMI Source.</i>	01		
4.	Supply and Installation of Line Array Speaker System	02		
5.	Supply and Installation of Centralized Control System <i>It can Control the equipments through its touch panel, so there is no need to each and every device individually or by their Remote Control should be equipped with at least 4 bidirectional RS-232 serial ports, at least 4 IR ports, at least 4 Digital I/O ports, at least 4 low voltage relays for controlling room functions, at least 1 Ethernet monitoring and control port, Rack mounting.</i>	01		
6.	Supply and Installation of Power Supply Unit for Centralized System <i>It is required for above control system which can be operate the devices power control like Projector, Projection Screen, LCD Display, Switcher etc.</i>	01		
7.	Supply and Installation of 10 inch Wi-Fi Touch panel with docking station. <i>Overall system control button / pages will be display on this touch screen display and control the system with touch interface.</i>	01		
8.	Supply and Installation of Connecting Cables	01 Lot		
9.	Programming & Installation	01 Job		
10.	Wall mount Kit for Line Array Speaker System	02		
		TOTAL ANNEXURE-2		
<u>Note: GST not to be included.</u>				