

AGREEMENT

This contract agreement for the work of **“Comprehensive Annual Maintenance of Fire & Security with BMS and FM 200 gas based Fire Suppression System installed in OCC & Data center (Ref. Annexure-B) at ISBT, Kashmere Gate, Delhi.”** is entered into on at Delhi by and between M/s _____, having its registered office at _____.

(Herein after referred to as “Contractor” which expression shall, unless repugnant to context, include its successors and permitted assigns) of the ONE PART.

AND

Delhi Integrated Multi Modal Transit System Limited having its registered office at 8th Floor, Block-1, Delhi Technology Park, Shastri Park, Delhi 110 053, (hereinafter referred to as DIMTS Ltd. which expression shall, unless repugnant to the context, include its successors and assigns) of the OTHER PART

WHEREAS

DIMTS Ltd., had duly invited quotations for the work of **“Comprehensive Annual Maintenance of AC, Fire & Security with BMS and FM 200 gas based Fire Suppression System installed in OCC & Data center (Ref. Annexure-B) at ISBT, Kashmere Gate, Delhi.”** AND WHEREAS, in response thereto three quotation were received by DIMTS Ltd. However, the quotation submitted by **M/s _____**, vide its offer No. _____ for above work was evaluated and found to be technically and financially qualified. Initially the work is being awarded for one year only i.e. for 22nd Nov 2023 to 21st Nov 2023.

- A. AND WHEREAS in pursuance thereof DIMTS Ltd., vide its letter bearing no. _____ dated _____ issued its Purchase Order to M/s _____ for the said work of AMC for one years with effect from 22-11-2023.
- B. AND WHEREAS the CONTRACTOR has maintained the above work/ systems properly for the last one year, he will take over the systems on “as is where is” basis and will continue to maintain the systems for the next years in the same condition and in case of any defaults, will make it good to its original condition.
- C. THAT the Purchase Order dated _____ which is hereto annexed, though separately set out herein, form an integral part of this Contract and is included in the expression “Contract” wherever herein used.
- D. AND WHEREAS DIMTS Ltd. has agreed to renew the contract with the Contractor for the provision and the execution of the said maintenance work at total basic rates as listed below year wise :-

S. No.	Period from	Period to	Basic Rate (INR)
1.	22-11-2023	21-11-2024	_____

Note: Taxes (GST) will be paid extra as applicable.

All other taxes such as import duty, clearances, freight, local taxes, etc. or any other tax as may be applicable are included in the above basic rate. No road permit shall be provided by DIMTS.

NOW THIS AGREEMENT WITNESSETH AND IS HEREBY AGREED AND DECLARED AS FOLLOWS:

- a. In consideration of the payment to be made to the contractor for the work to be executed in obligation to the primary requirements relating to maintenance of various equipment and systems as defined in Annexure-B [attached], the Contractor hereby covenants with DIMTS that the Contractor shall and will duly provide & maintain the said works and shall do and perform all such other acts and things as described or mentioned in the Contract & Annexure-A [attached] or which are implied there from or may be reasonably necessary for the completion of the said work at the said time(s) and in the manner and subject to the terms and conditions mentioned in the Contract as well as in Annexure-A.
- b. In consideration of the due provision, execution and completion of the said work, DIMTS does hereby agree with the Contractor that DIMTS will pay the Contractor the amount(s) for the work done by him and approved by DIMTS at the rate(s) and in such manner and time as provided under the Agreement (Annexure A) subject to deductions being made as per agreement.
- c. The Contractor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Contractor shall keep the DIMTS fully indemnified against liability of tax, interest, penalty etc. of the Contractor in respect thereof, which may arise.
- d. Being the sum stated in the Purchase Order subject to such additions thereto or deductions there from may be made under the provisions of the Contract at the times in manner prescribed by the contract.
- e. **TERMINATION:** DIMTS may, in its discretion, at any time and for any reason, or for convenience, terminate this agreement and upon receipt of such 15 days' notice, the CONTRACTOR shall, unless the notice otherwise directs, immediately discontinue the work in connection with performance of this agreement. Upon such termination, the CONTRACTOR shall be entitled for payment for the work executed up to the date of termination, subject to deductions, if any, in conformity with this Agreement.

f. DISPUTE RESOLUTION

a. Amicable Resolution

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure given below.

If either party considers any action of other party to be outside the requirements of the contract, or disputes any drawing, record or decision given in writing on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days refer the matter to the MD & CEO, DIMTS or his nominee, for amicable settlement. Upon such reference, both the Parties shall meet at the earliest mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the Dispute. If the dispute is not amicably settled within thirty (30) days of such meeting between the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause (c) below.

b. Arbitration

Subject to the provisions of Clause f(a), any Dispute, which is not resolved amicably, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996.

The Arbitration proceedings shall be conducted by the Sole Arbitrator to be appointed by CEO, DIMTS Ltd. The Party invoking the arbitration clause shall give a notice of its intention to proceed for the arbitration to CEO DIMTS Ltd., requesting for appointment of Arbitrator. If within thirty (30) days of receipt of such notice/ intimation, CEO DIMTS Ltd. fails to appoint arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with Arbitration Act. The award of the sole arbitrator shall be binding on all Parties.

c. Rules governing Arbitration Proceedings

The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, or as amended from time to time.

g. The Courts at Delhi/New Delhi shall have the exclusive jurisdiction.

IN WITNESS WHEREOF the Parties hereto have caused their respective Common Seals to be hereunto affixed/ (or have hereunto set their respective hands and seals) the day and year first above written.

For Contractor

**For Delhi Integrated Multi-Modal
Transit System Limited**

(Through its Authorized Signatory)

(Through its Authorized Signatory)

Date:
Place:

Date:
Place:

WITNESS:

1.

1.

A. TERMS & CONDITIONS :

1. The contractor **M/s** _____ will take over the entire system (AC, Fire Detection & Alarm System, CCTV, Water Leak Detection system, Access control, Rodent Repellent, VESDA System, PA System, Building Management System (BMS), FM-200 gas based Fire Suppression System and Intrusion Alarm System) ref. as per **Annexure-B** on “**as is where is basis**” for the comprehensive maintenance.
2. Bidder should have at least 3 (Three) years of relevant experience in maintaining of Comprehensive Annual Maintenance of AC, Fire & Security, BMS and FM 200 gas based Fire Suppression System. Documents in support of the relevant experience are required to be submitted along with price bid. DIMTS shall reserve the right to undertake verification of the documents through the source/ issuing authority. In case of any discrepancy, bidder will be disqualified
3. Period of contract: - This order shall be for duration of one Years commencing from 22-11-2023 and shall expire on 21-11-2024.
4. The scope of work includes maintenance/ repair/ replacement as required for each system including software wherever required for any system and keeping all systems (as per List of Equipment attached as Annexure-B) fully functional.
5. All necessary logistics – Men, Material, spare parts, Tools and Plants that may be required to carry out the assigned maintenance works shall have to be arranged by the contractor.
6. The maintenance work shall be executed as per OEM’s specifications, for all equipment.
7. The contractor shall ensure adequate safety measures at site and implant safety protection wear such as wearing of helmets and safety jackets etc. into the routine workflow of employed staff at the work place/ site at its own cost. Also, the contractor shall be solely responsible for public safety, any loss of life or property of the users of the workstation/ site and/ or any labor or workman engaged at site, due to any accident, unfortunate or unforeseen event/ mishap during the course of undertaking any maintenance related works at site.
8. The contractor shall at all times indemnify and keep indemnified DIMTS against any claims, damages or compensation payable in consequences of any accident or injury sustained or suffered by the contractor’s employees or agents or by any other third party resulting from or by any action, omission, commissions or operation conducted by or on behalf of the contractor.
9. Routine service and cleaning of equipment shall be done on monthly basis. Representative/ Service engineer of the contractor shall visit the site every month. During each visit, the Service Engineer will inspect the entire system and carryout maintenance including replacement of parts, if necessary, adjust and make each system functional in all respects. The service engineer will also check the spare FM200 gas cylinders and take necessary action to ensure that the FM-200 gas is always in ready state and full, as per the specifications and requirements. The visit should be acknowledged by DIMTS Ltd. signing the checking report as token of acceptance.

10. The contractor shall send a service Engineer to attend all breakdown calls as early as possible within 4 Hours after the complaint is lodged by DIMTS Ltd. All labor/ material/ spare parts/ software required for rectifying the breakdown shall be provided by the contractor. The contractor will ensure that sufficient numbers of spare parts for each system are kept in ready stock in store of the contractor.
11. Complaints in any or all systems which do not require spare parts will be resolved on same day. Complaints in any or all systems which require spares or software replacement/ updating etc. will be resolved within 48 hours of the complaint failing which a penalty shall be imposed @ 0.1% of the total Annual Contract Value for delay of each day beyond 48hours. However, the total penalty amount will not exceed 5% of the total Annual Contract Value for each year. Penalty amount shall be deducted from the bills.
12. The contractor shall ensure that there is no violation of any statutory provisions and legal compliances of labor and other laws. The contractor shall further ensure that the labor and other licenses are renewed and kept valid throughout the currency of this contract. DIMTS shall not be held responsible for any liability arising there from any such default or on any such account whatsoever.
13. All taxes and duties which may be applicable shall be paid and born by the contractor and the contractor shall comply with all the prevailing labor laws, rules and regulations that may be applicable from time to time including PF, ESI, insurance policies as applicable and as may be specified by the Government of India/ GNCTD.
14. The contractor shall obtain all necessary and adequate insurance cover in respect of its employee/ workman, material and machinery, including the cover for accidents, personal injury, damage to third parties in case of accidental death / injury, loss or damage to property and maintain such insurance policies from time to time which shall be kept valid throughout the contract period and provide the copies thereof to DIMTS as and when required.
15. The works may have to be carried out after office hours. It may not be possible to execute the work during normal office hours on weekdays. Accordingly, the contractor shall execute the maintenance works on weekends (Saturday/ Sunday) and beyond normal office hours on weekdays. However, breakdowns/ emergency will be attended in working hours/days.

16. Payment Terms

The payment shall be made to the contractor half yearly after successfully completion of every six months and on submission of tax invoice subject to statutory deduction and penalties, if any, on pro rata basis.

B. SCOPE OF WORK :

1. The scope of services shall be, but not limited to, as described hereunder and in the offer submitted with the quotation.
2. Routine inspection of the system and carrying out preventive maintenance on monthly basis for entire contract period. All breakdown calls will be attended immediately as per terms.
3. Supply, installation testing and commissioning of all spare parts as and when required including repair/ replacement of entire equipment/ component (including wires & cables, cards, chargers, batteries etc) as required to make each system fully functional.

4. M/s _____ - will refill FM-200 gas free of cost for any reason except when discharge of FM-200 gas is due to activation of fire/ fire alarm and subsequent release of FM-200 gas.
5. M/s _____ will carry out the testing of Fire control panel self-test as well as smoke test and its working to ensure proper working (Main control panel, zones, hooter etc.) and access control system.
6. M/s _____ shall rectify faults such as open/short of cable continuity and healthiness of control panel with complete zone of Fire alarm panel.
7. The system shall be handed back in good working condition on the completion/ expiry of the comprehensive maintenance contract.

C. EXCLUSIONS :

1. Day to day operations and housekeeping.
2. Electrical cabling, Electrical switch boards and electrical accessories connected with main incomer to the System.
3. All kinds of civil and structural works, false ceiling etc.

LIST OF EQUIPMENT

S. No.	System Description	Make	Location	Quantity
1	FIRE DETECTION & ALARM SYSTEM			
a	Intelligent Analog Addressable Fire Detection & Alarm Panel with software	GE	OCC Area	1 Set
b	MCP	GE	Reception, OCC, DC& Back exit passage	4 Nos.
c	Fault isolator	GE	OCC & DC Area	3 Nos.
d	Monitor module	GE	OCC & DC Area	3 Nos.
e	Relay module	GE	OCC & DC Area	3 Nos.
f	Smoke Detector	GE	OCC & DC Area + floor void in DC	42 Nos.
g	Response Indicator	GE	OCC & DC Area	32 Nos.
h	Fire Hooter	GE	OCC & DC Area	4 Nos.
i	Associated wiring/ cabling			1 Set
2	VESDA SYSTEM			
a	VESDA Panel (high sensitive smoke detector device) including piping and software and integrated with FDA panel	Micra Stratos 25	Data centre	1 Set
b	VESDA power Supply box	Hart -XL	OCC Area	1 No.
c	Smoke Sensor for VESDA	Hart -XL	Data centre	6 Nos.
d	Associated wiring/ cabling			1 set
3	ACCESS CONTROL SYSTEM			
a	Access controller panel with software	Spectra	OCC Area	3 Nos.
b	HID I Smart Card Reader	HID	OCC and DC Area (6 doors)	9 Nos.
c	Biometric Finger print recorder m/c	Spectra	DC Area	1No.
d	Exit Switch		NOC & UPS Room	2 Nos.
e	Associated wiring/ cabling			1 set
4	CCTV SYSTEM			
a	CCTV DVR System with LG Monitor including software	HIK Vision	OCC Area	1 No.

b	Dome Camera	Capture	OCC& DC area	6 Nos.
c	Associated wiring/ cabling			1 set
5	PA SYSTEM			
a	PA System (Amplifier and CD player)	Bosch	Manager Room	1 No.
b	PA Amplifier	Audio Max	Manager Room	1 No.
c	Collar mic	Mipro & Shure	Manager Room	2 Nos.
d	Speaker ceiling mounted	Bosch	OCC & DC	5Nos.
e	Associated wiring/ cabling			1 set
6	WLD SYSTEM			
a	Water Leak Detection panel including detection wiring for 3 zones.	kidde	Data Centre Area in floor void	1 set
7	INTRUSION ALARM SYSTEM			
a	Intrusion Panel	Solitaire	OCC Area	1 No.
b	Intrusion Panel keypad	Solitaire	OCC Area	1 No.
c	Motion sensor	Solitaire	Data Centre/ OCC Area	2 Nos.
d	Associated wiring/ cabling			1 set
8	RODENT REPELENT SYSTEM			
a	Rodent Repellent system	Maser	OCC Area	2 Nos.
b	Rodent repellent sensor	Maser	OCC& DC area	18 Nos.
c	Associated wiring/ cabling			1 set
9	FM 200 GAS BASED FIRE SUPPRESSION SYSTEM			
a	FM 200 GAS Cylinder 41 KG	Kidde	Back side Exit passage for Data Centre	2Nos.
b	FM 200 GAS Cylinder 48 KG	Kidde	Back side Exit passage for UPS room	1No.
c	FM 200 GAS Cylinder 24 KG	Kidde	NOC Room for NOC Room	1No.
d	FM 200 GAS Cylinder 68 KG	Kidde	Back side of Manager Room for OCC & Reception Area	5 Nos.
e	FM 200 GAS Cylinder 68 KG with valve , gauge and 41 KG gas	Kidde	Spare Cylinders	6 Nos.
f	FM 200 Nozzle including piping	Kidde	OCC, DC, UPS, NOC and reception area	15 Nos.
g	Gas Release Panels	Ravel	OCC Area	4 Nos.

h	Associated wiring/ cabling			1 set
10	BMS SYSTEM			
	BMS with Zenith 14 " monitor including software	Lenovo	OCC Area	1Set
b	BMS Panel including wiring for monitoring of LT Panel parameters with Energy meter, PAC integration, Temp. and RH parameters with accessories, Fire panel integration, Temp. & RH sensors integration, FM200 DP Switch Status, WLD Status and VESDA Status.	Kidde	OCC Area	1 Set
c	Humidity sensor	Greystone	OCC	3 Nos.
d	Associated wiring/ cabling			1 set
11	AC SYSTEM			
1	Duct able Split AC 11TR including Ducting, insulation, Grill, Dampers and Diffusers.	Blue star	OCC Area	1 Nos
2	2.0 TR Split AC	Blue star	OCC Area	2 Nos
3	1.5 TR Split AC	Blue star	OCC Area	2 Nos
4	1.0 TR Split AC	Blue star	OCC Area	1 Nos