

HABITAT SERVICES CENTRE

HUDCO Place, Andrews Ganj, August Kranti Marg, New Delhi-110049.

Phone: 011-41012223, 011-26257036

website: hscdelhi.in

E-tender Website : <https://hsc.ewizard.in>

TENDER NOTICE

Name of work: Renovation / Upgradation of HSMI Hostel at Malwa Singh Block, AGVC, Khel Gaon, New Delhi (S.H: Civil and electrical works)

The copy of complete NIT for the above work is **enclosed** herewith for information.

For applications to be considered the interested parties must apply on line with Tender fees and EMD amount on the link <https://hsc.ewizard.in>.

Executive Director

HABITAT SERVICES CENTRE

HUDCO Place, Andrews Ganj, August Kranti Marg, New Delhi-110049.

Phone: 011-41012223, 26257036, 41754100

website: hscdelhi.in

E-tender Website : : [https:// hsc.ewizard.in](https://hsc.ewizard.in)

NIT No. HSC/AV/R&M/HSMI(Hostel)/393/2024/257

Date:25th June 2024

**Name of work: Renovation / Upgradation of HSMI Hostel at Malwa Singh Block,
AGVC, Khel Gaon, New Delhi (S.H: Civil and electrical works)**

Date of invitation	: 25th June 2024
Pre-Bid Meeting	: 1st July 2024 at 11:30 AM
Last date of downloading tender	: 4th July 2024 up to 3:00 PM
Last date of EMD &tender fee submission	: 4th July 2024 up to 3.00 PM
Last date of Submission of tender	: 4th July 2024 up to 3.00 PM
Date of Opening of Technical bid	: 4th July 2024 at 3.30 PM
Date of opening of Financial Bid	: To be notified later

e-TENDER DOCUMENT

FOR

Renovation / Upgradation of HSMI Hostel at Malwa Singh Block, AGVC, Khel Gaon, New Delhi (S.H: Civil and electrical works)

NIT No.: HSC/AV/R&M/HSMI(Hostel)/393/2024/257 **Dated:** 25th June 2024

ISSUED BY

Executive Director

HABITAT SERVICES CENTRE

HUDCO Place, Andrews Ganj, August Kranti Marg, New Delhi-110049.

Phone: 011-26257036, 41754100, 41012223

website: www.hscdelhi.in

E-tender Website : <https://hsc.ewizard.in>

REFERENCE CODE FOR TENDER:

NIT NO. HSC/AV/R&M/HSMI(Hostel)/393/2024/257

Dated: 25th June 2024

1. TENDER DOCUMENTS: Tender Documents shall comprise of the following:

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SECTION – I

NOTICE INVITING *e*-TENDER

FOR

**Renovation / Upgradation of HSMI Hostel at Malwa Singh Block, AGVC, Khel Gaon, New Delhi
(S.H: Civil and electrical works)**

NIT No.: HSC/AV/R&M/HSMI(Hostel)/393/2024/257 **Dated:** 25th June 2024

Executive Director

HABITAT SERVICES CENTRE

HSC Place, Andrews Ganj, August Kranti Marg, New Delhi-110049.

Phone: 26257036, 41754100, 41012223

website: www.hscdelhi.in

E-tender Website: <https://hsc.ewizard.in>

NOTICE INVITING E-TENDER (NIT)

Habitat Services Centre (HSC), a Registered Society having its Office at HUDCO Place, Andrews Ganj, New Delhi-110049 invites Online e-tenders on percentage (% age) rate basis for the work of “Renovation / Upgradation of HSMI Hostel at Malwa Singh Block, AGVC, Khel Gaon, New Delhi (S.H: Civil and electrical works)” from Specialized, Technically sound and Financially capable firms/contractors as per the eligibility criteria mentioned in this NIT.

Sl. No.	Particulars	Details
1	NIT No.	HSC/AV/R&M/HSMI(Hostel)/393/2024/257 Dated: 25 th June 2024
2	Name of the work	Renovation / Upgradation of HSMI Hostel at Malwa Singh Block, AGVC, Khel Gaon, New Delhi (S.H: Civil and electrical works).
3	Type of Tender	3 Envelope, 2 Bid, Percentage Rate Tender
4	Estimated Cost	Rs 112 lacs
5	Period of Completion	75 days to be reckoned from 7 th day from the date of issue of LOA.
6	Non-refundable cost of e-tender document	Rs.3540/- (incl GST)
7	EMD (Refundable)	2% of the Estimated cost (Rs. 2.24 lacs)
8	Security deposit	5% of the Cost of work done
9	Performance Guarantee	3% of the awarded value within 10 days of LOA
10	Pre-bid meeting Date / Venue	1st July 2024 at 11.30 AM at HSMI Hostel, AGVC, <u>New Delhi- 110049</u>
11	Last date & time of submission of online tender	4th July 2024 at 3:00 PM
12	Date/ Time of opening of Technical Bid	4th July 2024 at 3:30 PM
13	Contact Person / Contact No.	Mr Shabihur Rehman, AM(Civil), M - 9911139597 Mr V.K Joshi, Executive Director M - 9818215614

For further information:

Executive Director
HABITAT SERVICES CENTRE
HUDCO Place, Andrews Ganj,
August Kranti Marg, New Delhi-110049.
E-mail: hscdelhi49@gmail.com
Phone/ Mobile: 9818215614

SECTION II

INSTRUCTION TO THE BIDDERS

FOR

**Renovation / Upgradation of HSMI Hostel at Malwa Singh Block, AGVC, Khel Gaon, New Delhi
(S.H: Civil and electrical works)**

NIT No.: HSC/AV/R&M/HSMI(Hostel)/393/2024/257

Dated: 25th June 2024

Executive Director

HABITAT SERVICES CENTRE

HSC Place, Andrews Ganj, August Kranti Marg, New Delhi-110049.

Phone: 26257036, 41754100, 41012223

website: www.hscdelhi.in

E-tender Website : <https://hsc.ewizard.in>

INSTRUCTION TO THE BIDDERS

1) PRE-BID MEETING

- 1.01. The Tenderers or their official representative are invited to attend a pre -bid meeting which will take place at HSMI Hostel, AGVC, New Delhi 110049 at 11:30 a.m.
- 1.02 The Tenderers are required to seek / submit any clarification/questions on issues relating to the tender, if any, in writing or by E-mail so as to reach the Tender issuing authority viz. HSC through e-mail: (hscdelhi49@gmail.com) not later than 3 (three) days before the date fixed for the pre-bid meeting.
- 1.03 The purpose of the meeting will be to clarify the issues raised and to answer supplementary questions on such issues, if any.
- 1.04 Minutes of the meeting including clarifications/questions raised and the responses given will be uploaded on HSC's website. Any modifications of the tender document which may become necessary as a result of the pre-bid meeting shall be made exclusively through the issue of an Addendum / Corrigendum and not through the minutes of the Pre-Bid Meeting. The Minutes of the Meeting as described above and the Addendum / Corrigendum, if any, will also be uploaded on HSC's e-tender website viz-. [https:// hsc.ewizard.in](https://hsc.ewizard.in)
- 1.05 Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Tenderer.

2) SUBMISSION AND OPENING OF TENDER

- 2.01. The bid document can be downloaded from HSC's e-tender website viz- <https://hsc.ewizard.in>
- 2.02 Complete bid consisting of Bill of Quantities (BoQ) and other required documents should be submitted online at <https://hsc.ewizard.in> through technical bid & the rates quoted on percentage rate basis shall be on the format for financial bid. The scheduled dates are given in the relevant paras of this NIT.
- 2.03 The bidder shall bear all costs associated with the preparation and submission of his bid and HSC will in no case be responsible and liable for those costs regardless of the conduct or outcome of the bidding process.
- 2.04 The executive control of the work, as far as this tender is concerned, subject to the overall control of the Executive Director HSC, to whom the Bidder / Contractor shall address all communications.

3) TERMS AND CONDITIONS SPECIFIC TO E-TENDER PROCESS

- i. The scope of work for stores to be tendered are available in the complete bid documents which can be viewed/downloaded free of cost from e-tendering portal of HSC <https://hsc.ewizard.in> .
- ii. All bid documents like Check list, Technical bid and commercial bid will be submitted concurrently in the website [https:// hsc.ewizard.in](https://hsc.ewizard.in).
- iii. No claim shall be entertained on account of disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minutes technical snags.

- iv. All corrigendum's/Amendments/Correction, if any, will be published in the website [https:// hsc.ewizard.in](https://hsc.ewizard.in).
- v. All the documents/papers uploaded/submitted by bidder must be legible.
- vi. It is mandatory for all the applicants to have Class III Digital Signature Certificate (in the name of person who will sign the bid documents) from any of the licensed certifying agency.
- vii. To participate in the e-tendering submission, it is mandatory for applicants to get registered their firm/company in e-tendering portal of HSC <https://hsc.ewizard.in> to have user ID & password from M/s ITI Ltd., The onetime registration charges for vendors/suppliers are Rs 3000/- (Rs. Three Thousand only) plus statutory taxes for a period of three years.
- viii. In order to participate in the tender, Tenderer/Bidder should have Login ID, Password and Digital Certificate with both signing and encryption. Bidders have to do registration with M/s ITI Ltd. Contact details for Helpdesk Support are as follows.

Name – Mr. Anshuman
Contact No: 9355030616
E-mail ID: eprochelpdesk.28@gmail.com

Name: Mr. Abhishek Kumar
Contact No: 9355030617
E-mail ID: eprochelpdesk.19@gmail.com

Tendering Website: <https://hsc.ewizard.in>

Bidders are advised to add e-mail IDs related to this tender to their address book to avoid bouncing of e-mail / non-delivery of e-mail / delivery of e-mail to junk or spam folder etc.

- ix. Service Provider will provide them telephonic training and assistance after payment of requisite fee as onetime registration fee from bidders of Rs. 3000/- (Rs. Three Thousands only) plus statutory taxes, if any as per actual, which is valid for a period of three years. Digital certificates can be obtained from M/s ITI Ltd. or from any other Certifying authorities after paying requisite cost and submitting required documents as nominated by the Office of Controller of Certifying authorities (CCA) as available on website <http://cca.gov.in>. The cost of Digital certificates is not covered in one time registration fee. It is the sole responsibility of bidder to arrange Digital certificates and/or registration and any such excuse of Non-availability of digital certificates and/or registration shall not be accepted in any case.
- x. The bids may be submitted online through website [https:// hsc.ewizard.in](https://hsc.ewizard.in) Only on receipt of EMD, the technical bid shall be opened online and evaluated as per criteria given in the detailed tender/bid document to the satisfaction of HSC. The financial bid of the only those bidders will

be opened online, who are technically qualified. L1 bid shall be evaluated as per Financial bid format.

- xi.** Tenderers may ask any clarification, if required, before the date stipulated in the details of tender items for the purpose. After that no request will be entertained.
- xii.** Complete tender document (all pages), including all Annexures, with supporting documents shall be uploaded in PDF format digitally signed.
- xiii.** For any difficulty in downloading & submission of tender document at website <https://hsc.ewizard.in/>, please contact at ewizard.in helpdesk no.011-49606060 or following officials.

- 1. Name – Mr. Anshuman**
Contact No: 9355030616
E-mail ID: eprochelpdesk.28@gmail.com
- 2. Name: Mr. Abhishek**
Contact No: 9355030617
E-mail ID: eprochelpdesk.19@gmail.com

4) ELIGIBILITY CRITERIA

The bidders who have completed similar works for **Central Government, State Govt., Central/ State PSUS and their Subsidiaries/ Designated agencies, Govt. Banks/Bodies, Corporate of repute**, as detailed below during last 7 years, ending last day of month previous to the one in which tender is invited, for the work of “Renovation / Upgradation of HSMI Hostel at Malwa Singh Block, AGVC, Khel Gaon, New Delhi (S.H: Civil and Electrical works)”

- (a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost put to Tender.
OR
- (b) Two similar completed works each costing not less than the amount equal to 60% of the estimated cost put to Tender.
OR
- (c) One similar completed work costing not less than the amount equal to 80% of the estimated cost put to Tender.

Note: Similar works are defined as composite works which includes Civil (repair of RCC structures, water proofing, painting/ polishing etc) & Electrical works.

- ii) Average annual financial turnover for works during the last 3 years, ending 31st March of previous financial year ending 31.03.2023 **shall be 50% of the estimated cost.** A certificate authenticated by CA is required to be submitted along with Balance Sheets of 2020-21, 2021-22 and 2022-23.
- iii) The net worth of the applicant firm should not be negative on 31.03.2023 and also should have not eroded by more than 30% (thirty percent) in the last three years, ending on

31.03.2023. A certificate authenticated by CA is required to be submitted along with Balance Sheets of 2020-21, 2021-22 and 2022-23.

- v) The applicant's performance for each work completed in the last 7 years and should be supported by submitting Completion Certificate, work order (containing complete scope of work and BOQ) issued by an officer not below the rank of Executive Engineer or its authorized officer or by authorized officer of its designated agency for Govt works. Bidders are also required submit TDS certificates for the similar works for supporting the execution and completion of similar works.HSC may also conduct an independent verification of the claim of the bidder, if it requires, which would have to be facilitated by the bidder.
- vi) The bidder should have valid **GST Registration No. of DELHI/NCR** and the copy of the same shall be submitted with the tender.

If the bidder has not obtained GST Registration DELHI/NCR, then in such a case the bidder shall scan and upload following undertaking along-with other bid documents.

“If the work is awarded to me, I / we shall obtain GST Registration Certificate of DELHI/NCR within one month from the date of receipt of award letter or before release of any payment by HSC, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me/us on account of work executed and / or for any action taken by HSC/ GST Department in this regard.”

- vii) The bidder should have ESI Registration and EPF Certificate and the copy of the same shall be submitted with the tender, in **Envelope 2**.

5) SUBMISSION & OPENING OF BIDS

- a. The Bidders shall submit their bid in the form and manner specified in this NIT. The bid shall be submitted online through website [https:// hsc.ewizard.in](https://hsc.ewizard.in)
- b. Any corrigendum, if issued, in respect of the Tender, shall be uploaded on website, Bidders are requested to see HSC's website before actual submission of tenders.

Selection will be done on basis of 3-stage processing, as detailed below:

- a) Stage 1 –Tender Document cost and EMD – Envelope 1
- b) Stage 2 – Technical Proposal – Envelope 2
- c) Stage 3 – Financial Proposal – Envelope 3

4.1 Stage 1 –Envelope 1 (Online)

Stage 1 – Envelope 1:

At the stage 1, Envelope 1 with the following documents shall be opened shall contain the following :

- i. Scanned copy of documentary evidence towards payment of tender document cost of Rs.3,000/- plus GST (as applicable) i.e. **Rs.3,540/- (inclusive of GST)**.
- ii. Scanned copy of documentary evidence towards payment of EMD of **Rs. 2.24 lacs**.
- iii. The tender document cost and EMD shall only be accepted electronically on HSC's e-tender website
- iv. The bidder has to ensure that the tender document cost and EMD is paid, well before the stipulated date and time (as mentioned above), to avoid any technical issues/ delay on last day/ time.
- v. None of the bidder is exempted from EMD and tender document cost (Non Refundable) and in case the EMD and tender document cost will not be submitted by the bidder, their bids will be rejected.
- vi. All the documents which are to be attached shall be in the form of scanned copy of original documents, along with :
 - (a) "Acceptance of Tender Conditions" (FORM D),
 - (b) "Undertaking for Correctness of Documents" (Draft in FORM F)

4.2 Stage 2 – Technical Bid - Envelope 2 (Online)

Technical Bid shall contain the following:

S No.	Contents of the Technical Bid	Scanned copy of the Documents to be uploaded
(a)	Letter of Bid (On Bidder's Letter Head)	Duly filled and signed Form A
(b)	Particulars of the Bidders	1. Duly filled and signed Form B
		2. Registration/Incorporation of the Company
		3.PAN No.
		4.GST No.
		5. Power of Attorney-for Authorised representative
		6.ESI Registration
		7. EPF Registration
		8.Other requisite documents as mentioned in Form-B
(c)	Acceptance of Tender Conditions	As per format given in Form-D (on bidder's letter head)
(d)	Details of execution of similar work in the last seven years with name of client	Work Orders and Completion Certificates issued by the client (Employer of the executed Project) shall be provided in support of undertaking the assignments – (as per FORM E).
(e)	Undertaking in form of Affidavit	As per format given in Form-F
(f)	Integrity Pact	As per format given in Form- G
(g)	The Tenderer shall be a single 'legal entity'. Consortiums/ Joint Ventures are not applicable	Certified by Registered Chartered Accountant (with CA No.) or any other valid govt. document – One Document
(h)	Average annual financial turnover during the last 3 years, ending 31st March,2023 shall be 50% of the estimated cost	The statement indicating the same shall be certified by Chartered Accountant (with CA No.) – One Document- along with corresponding balance sheets
(i)	The net worth of the applicant firm should not be negative on 31.03.2023 and also should have not eroded by more than 30% (Thirty percent) in the last three years, ending on 31.3.2023.	Document duly certified by a practicing Chartered Accountant (with CA & UDIN No.)
(j)	PAN, GST, PF & ESI	Copy of registration of PAN, GST, PF & ESI should be submitted along with challans & ECR of PF & ESI for last two months i.e. April, 2024 and May, 2024

(k).	Any other documents, if required to be uploaded by bidder.	Maximum 2 Documents
(l)	Electrical Contractor License	A copy of registration of electrical license must be submitted
(m).	The Bidders shall also submit a duly stamped and signed copy of the Complete NIT (e-tender document) failing which the bid shall be deemed incomplete & hence cancelled	

4.3 Stage 3 – Financial Bid - Envelope 3 (Online)

- i) The Financial quote shall include all costs, applicable GST, rates, duties and local taxes/levies, etc. associated for execution of the project.
- iv) Even though any bidder may satisfy the above requirements, he would be liable to disqualification, if he has made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
- v) On the evaluation of the technical bids by HSC, financial bids of only those agencies would be opened online, who are found to be eligible as per the criteria mentioned in NIT. The date of opening of financial bids shall be intimated to the eligible agencies separately.
- vi) In the event of the specified date of opening of bids being declared a holiday for HSC, the bids shall be opened at the appointed time and location on the next working day or as informed.
- vii) The tender received shall remain valid for acceptance till **75 days** of opening of technical bid. In case the lowest bidder withdraws his offer during validity period of 75 days, the bidder shall be suspended for participation in the tendering process for the works of HSC for a period of Three year from the bid due date of this work.

5) AWARD OF CONTRACT

- i) After selection of the bidder, a Letter of Award (the LOA) shall be issued, in duplicate, by HSC to the selected BIDDER and the selected BIDDER shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acceptance thereof.
- ii) In the event the duplicate copy of the LOA duly signed by the selected bidder is not received by the stipulated date, HSC may, unless it consents to extension of time for submission thereof, the LOA issued by HSC will become null and void and the bidder shall be suspended for participation in the tendering process for the works of HSC for a period of one year from the bid due date of this work.
- iii) An Agreement would be required to be signed for the purpose within the stipulated date, as will be mentioned in the award letter to the bidder.
- iv) On award of work the selected bidder will have to deposit the Performance Guarantee of 3% of the awarded amount, within 10 working days from date of LOA or within the extended period, if any, allowed by ED (HSC). The same shall remain valid for a minimum period of 60 days beyond satisfactory completion of contract. The Performance Guarantee shall be released on satisfactory completion of work. The proforma for the PG is given at **FORM H**

6) COMMENCEMENT OF WORK.

The Bidder/Contractor shall commence the work within 7 days from the date of issue of LOA or handing-over of site whichever is later.

The contractor to deploy well qualified and experienced Project Manager/Engineer, having qualification at least BE or B. Tech in Civil Engineering and a minimum 5 years' of experience in construction, preparation of bills based on detailed measurements, efficiency in computer operation (MS Office) etc, to ensure implementation of contracted work and ascertain effectively supervision as per provisions. The professional will also be responsible for smooth coordination with HSC and Client.

It is to be ensured that Project Manager / Engineer is always available on site to take any instructions from HSC, and shall submit daily report to HSC Site in-charge in the prescribed Performa and will obtain required approvals well in advance to ensure timely completion of work. The cost of the Project Manager shall have to be borne by the contractor.

7) ACKNOWLEDGEMENT AND ACCEPTANCE BY BIDDER

It shall be deemed that by submitting the bid, the bidder has:

- (i) Made a complete and careful examination of the NIT;
- (ii) Received all relevant information requisitioned from HSC;
- (iii) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the NIT or furnished by or on behalf of HSC or relating to any of the matters stated in the NIT Document;
- (iv) Satisfied itself about all matters, things, information and site conditions, necessary and required for submitting an informed bid/tender and performance of all of its obligations there under.
- (v) Agreed to be bound by the AGREEMENT (**Form C**), which shall be executed subsequent to award of work. The bid with all accompanying documents (the **Documents**) and all communications in relation to or concerning the selection process shall be in English language and strictly on the forms provided in this NIT.

8) CLARIFICATION IN TENDER DOCUMENTS

For any technical and other clarifications in connection with this invitation to tender, Bidder may contact the following address:

Executive Director
HABITAT SERVICES CENTRE
HUDCO Place, Andrews Ganj, August Kranti
Marg, New Delhi-110049.
e-mail: hscdelhi49@gmail.com

9) INSPECTION OF SITE

The bidders are advised to inspect the site, before submitting the tender, and acquaint themselves with working conditions including constraints and collect all necessary information required for execution/carrying out the work.

10) LANGUAGE

Tender documents including tender drawings, if any, and other information shall be prepared, provided and submitted in English language.

11) SIGNING OF TENDERS

Tender shall be digitally signed by person(s) holding necessary power of attorney.

12) OPENING OF TENDER

Tender shall be opened on the date, as specified in this NIT.

13) EXPENSES FOR TENDER PREPARATION

For the preparation and submission of tender, Bidder shall not be entitled to any cost, expenses or other claims whether or not the tender is accepted, rejected or invitation to Tender withdrawn or cancelled.

14) COMPLETENESS OF TENDER

The scope of work, terms and conditions and other details have been specified in the tender documents. Bidders shall prepare and submit their tender keeping in mind the requirements of tender documents. Any tender not quoted for the complete work as per tender documents or is otherwise incomplete or is not in compliance with the tender documents shall be liable to rejection.

15) AMENDMENTS TO TENDER DOCUMENTS

HSC shall have the right to amend / delete / add various provisions in the tender documents or withdrawal / cancel the invitation to tender without assigning any reasons whatsoever. The amendments/errata issued by HSC shall be posted on the HSC e- tender website <https://hsc.ewizard.in> and shall be read carefully in conjunction with tender documents. The Bidder's price / rate / amount shall be deemed to have been worked out taking into account amendments /errata also.

16) ACCEPTANCE OF TENDER

HSC shall not be bound to accept the lowest or any tender or to assign reasons for non-acceptance of any tender. HSC also reserves the right to accept a tender either in whole or in part. Breakup of prices / item rates shall be binding on the Bidder even in the case of acceptance of a tender in part.

17) **BIDDER NOT TO RESILE**

The tender for the work shall remain open for acceptance for a period of 75 (Seventy- Five) days from the date of opening of technical bids. If any Bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to HSC, and then HSC shall, without prejudice to any other right or remedy, be having a liberty to reject the Bid and forfeit full EMD take suitable action in terms of Bid declaration form submitted by the contractor towards earnest money. Further such Bidder shall not be allowed to participate in the retendering (present / future) process for the subject work.

18. **Suspension from participating in tenders issued by HSC.**

- i) If the selected Bidder/Contractor withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to HSC, then HSC shall, without prejudice to any other right or remedy, be at liberty, the tender shall stand rejected and also HSC shall forfeit full EMD to suspended the contractor to participate in bidding for the bids/ tenders issued by HSC for a period of **Three year**.
- ii) In case the successful bidder/Contractor fails to commence the work specified in the tender documents on the 7th day of such time period as mentioned in letter of award, after the date on which HSC issues written orders to commence the work, or from the date of handing over of the site, whichever is later, the LOA shall stand cancelled and HSC shall, without prejudice to suspended the contractor to participate in bidding for the bids/ tenders issued by HSC for a period of one year.
- iii) If only a part of the work as shown in the tender is awarded, and the Contractor does not commence the work, HSC shall, without prejudice to suspended the contractor to participate in bidding for the bids/ tenders issued by HSC for a period of one year.

19. **SECURITY DEPOSIT**

- i) The Security Deposit will be collected @ 5% of the actual work done, by deductions from the running bills of the contractor at the rate mentioned below:
- ii) No Interest shall be payable to the contractor on the security deposit.
- iii) Any further adjustment based on actual value of work done shall be done while releasing the final bill amount.
- iv) HSC shall be free to set off Security Deposit, against expenditure incurred by him in rectification of the defects, in case the Contractor fails to attend to the defects in time satisfactorily.

20) DEDUCTIONS

- i) Security Deposit shall be deducted from payments towards running bills.
- ii) TDS (Both Income Tax and GST) at the applicable rate shall be deducted.
- iii) Any other applicable statutory deductions.

21) WATER & ELECTRICITY

Water and electricity shall be provided on site at free of cost, agencies are requested to arrange cables, pipes from nearest point for their usage.

SECTION – III

GENERAL CONDITIONS OF CONTRACT

FOR

**Renovation / Upgradation of HSMI Hostel at Malwa Singh Block, AGVC, Khel Gaon, New Delhi
(S.H: Civil and electrical works)**

NIT No.: HSC/AV/R&M/HSMI(Hostel)/393/2024/257 **Dated:** 25th June 2024

Executive Director
HABITAT SERVICES CENTRE
HUDCO Place, Andrews Ganj,
August Kranti Marg, New Delhi-110049.
Website : www.hscdelhi.in
E-Tender website: <https://hsc.ewizard.in>

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ARTICLE- 1 : DEFINITIONS

In this document as hereinafter defined, the following words and expressions shall have the meanings assigned to them except where the agreement explicitly provides: -

- 1.01 “AGREEMENT” shall mean contract agreement together with tender documents and acceptance thereof including Sections, drawings and correspondence, if any, referred to in the Agreement in relation to this work/project.
- 1.02 Habitat Services Centre hence forth called as HSC represented by Executive Director (HSC).
- 1.03 “Contractor” shall mean M/s. _____ having their registered office and principal place of business at _____
_____ .
- 1.04 “ENGINEER-IN-CHARGE/Engineer” shall mean Engineer nominated by HSC for management & execution of the project.
- 1.05 CONSULTANT shall mean individual/Corporate Body, who have been appointed by HSC as consultant for design or management or execution of this project.
- 1.06 “WORK” shall mean all work, supplies and services to be executed / made / to be performed by the Contractor under the Agreement.
- 1.07 “SITE” means the lands and other places on, under, in, or through, which the works are to be executed or carried out and any other lands or places provided by HSC for the purposes of the contract.
- 1.08 “SPECIFICATIONS” shall mean all technical specifications (as prescribed by HSC), statements of technical data, schedule of items / quantities / rates, drawings, sketches, Indian standards, instructions etc. according to which the work shall be executed by the Contractor.
- 1.09 “DRAWINGS” shall mean any and all drawings including working drawings and sketches or any modifications enclosed with the tender documents of such drawings, working drawings and sketches as may be issued from time to time by the Engineer to the Contractor for execution of the work.
- 1.10 (a) CONTRACT means the Tender Notice, Tender Forms, Articles of Agreement, General Conditions, Special Conditions, Technical Specifications, Drawings and Schedule of work, Bill of Quantities, Financial Bid and the Work Order.
- (b) “CONTRACT PRICE” shall mean the price for which the Contract is accepted as per the Letter of Intent/ Work Order.
- (c) “Final CONTRACT SUM” shall mean the sum to be paid by HSC to the Contractor for complete execution of the work and shall be computed/certified by the Engineer/Consultant on the basis

of actual net quantities of various items of work as finally executed at the applicable rates as per the schedule of items/quantities/rates forming part of the Agreement.

- 1.11 “**CONSTRUCTION PLANT AND EQUIPMENT**” shall mean all the equipment, machinery, appliances, tools, tackles etc. of whatever nature required in or about the execution, completion and maintenance of the works or temporary works required for execution.
- 1.12 “**TEMPORARY WORKS**” shall mean all temporary / enabling works of every kind required in or about the execution, completion and maintenance of the works.
- 1.13 “**APPROVAL**” shall mean approval in writing by the Engineer/Consultant or any authorised representative of HSC.
- 1.14 “**MONTH**” shall mean calendar month as per the Gregorian calendar.
- 1.15 The executive control of the work, as far as this agreement is concerned on behalf of HSC shall be with Executive Director, HSC, to whom the Contractor shall address all communications to be confirmed.
- 1.16 “**CLIENT**” means owner/occupant of the properties on behalf of whom the works are being tendered.

ARTICLE- 2 : SCOPE OF WORK

- 2.01 The scope of work to be executed by the Contractor under this Agreement shall include all work, materials, supplies and services for construction, completion and maintenance as specified in the tender documents and as stated hereunder.
- 2.02 The work shall be executed strictly in accordance with the working drawings, specifications, schedule of items/bill of quantities (BOQ)/rates, sketches and written and oral instructions (to be subsequently confirmed in writing) of the Engineer-in-Charge/ Consultant or any authorised representative of HSC.
- 2.03 The following order of preference shall be observed for interpretation of the contract: -
 - a) Description in schedule of quantities (BOQ).
 - b) Technical specifications.
 - c) Special conditions of contract.
 - d) General conditions of contract.
- 2.04 Any error in description, quantity or rate in schedule of quantities or any omission thereof shall not release the Contractor from execution of whole or any part of the works comprised therein

according to drawings and specifications or from any of his obligations under the contract. In case of any lack of clarity/discrepancies in spite of following the above-said order, CPWD's technical details as per Hand Book on Repairs and Rehabilitation of RCC Buildings and conditions of contracts, manual etc. shall be considered as guiding documents.

2.05 The scope of work to be carried out by the Contractor shall also include the following activities/works:

- (i) Setting out of the works in respect of position, level, dimensions, alignments, etc. including establishment of bench marks, survey reference points, etc.
- (ii) Clearance of the site.
- (iii) Disposal of debris, excavated materials, etc. as per the instructions of the Engineer.
- (iv) Pumping out rain water/underground water from foundations, excavations and drainage of surface water from work site.
- (v) All scaffolding, shorting, centring, shuttering works, retrofitting, RCC repair etc.
- (vi) All temporary / enabling works
- (vii) Protection and maintenance of trees, shrubs, green and other surfaces as instructed by the Engineer.
- (viii) Any other work/service/approval required in connection with the execution of the contract work.

The cost of all the above-mentioned activities/works shall be deemed to be included in the rates for all items of work although such inclusion may not be specifically spelt out.

2.06 Whether specified elsewhere in the Agreement or not, the Contractor shall provide all materials, including steel and cement, labours of every description, power and water and all tools, tackles, plant and transport necessary for proper execution of the work to the entire satisfaction of HSC.

ARTICLE- 3 : COMPLETION TIME

3.01 The work shall be completed in all respects and handed over by the Contractor to HSC as described in NIT.

3.02 In order to achieve the completion time as stated above, the Contractor shall submit to HSC within ten days from the effective date of Agreement, a detailed Bar chart/ PERT Network showing all the activities including mobilisation, site clearance, procurement of materials, etc. The list of activities for which the Bar chart / PERT network has been worked out and their commencement, duration and completion shall be subject to the approval of the Engineer- in - charge /Consultant.

3.03 The Contractor shall not be allowed any extension of completion time except in the following cases and shall be as per decision of HSC: -

- (i) Force Majeure.
- (ii) Major changes or substantial addition to the work ordered by HSC adversely affecting the completion time.
- (iii) Delay in handing over site; etc.

3.04 The work shall be deemed to be completed when upon notice by the Contractor, the Engineer/Consultant has inspected the works and satisfied himself that the works have been fully completed strictly in accordance with the Agreement and necessary completion certificate issued to the Contractor by HSC.

3.05 HSC shall have the right to take possession of or use any completed part of the work at any time. Such possession or use shall not be deemed to be completion and acceptance of any work not done in accordance with the Agreement.

3.06 The Contractor shall submit to the Engineer monthly Progress Reports in prescribed pro-forma, listing progress achieved during the reporting period on activities as detailed in Bar chart/ PERT Network.

ARTICLE- 4 : CONTRACT PRICE

4.01 In consideration of the work, supplies and services to be executed / made / performed by the Contractor as stated above and for any other obligation to be met by the Contractor under the Agreement, HSC shall pay to the Contractor, as the Contract Price.

4.02 Item rates as stated under the schedule of items / rates shall be firm and fixed and binding on the Contractor during the period of this Agreement, irrespective of any variations of quantities stated therein upto +/- 25% variations of Contract price. For variations beyond 25% (Twenty five percent) of Contract price, applicable item rates shall be mutually discussed and agreed. The item rates on above shall not be subject to any variations on account of whatsoever, whether statutory or otherwise.

4.03 Item rates of various items of work shall be deemed to include cost of all materials, labour, tools, plants, usage of equipment, templates, scaffoldings, supports & approaches, security & safety measures, power, fuel, lubricants, consumables, transport, handling, storage, approval, checking, testing, insurance, taxes/cess, royalties, other revenue expenses, temporary facilities like approach roads, drains etc., facilities for testing/checking of materials & samples at site, temporary accommodation, services, pumping out water, disposal of rubbish/surplus earth, supervision, overheads, profits etc. and such other items/services as may be required for satisfactory execution in full, of the particular item of work as described in BOQ.

4.04 Contract price / item rates shall include all taxes, fees and duties.

4.05 No reimbursement shall be made for escalation in price of materials, labour and / or fuel during the contract period on any account. Variation in any statutory taxes shall be adjusted accordingly.

- 4.06 In case the Contractor is allowed to use any material other than the ones specifically provided for, the difference in cost shall be deducted as per the prevailing market rate and in no case a higher rate shall be allowed.
- 4.07 Item rates payable to the Contractor for such items, for which no provision has been made in the schedule of items / rates shall be determined as per CPWD procedures.
- 4.09 For payment of Contract sum, measurement of works under various items of work shall be made as per CPWD manual / procedures.
- 4.10 The rates quoted by the Contractor deemed to include all preparatory works required for commencement and satisfactory completion of the work and any rectification / replacement of works carried out as part of defect liability.

ARTICLE- 5 : TERMS OF PAYMENT

- 5.01 The Contractor shall submit bills for the work done along with details of computerised measurements which are to be verified / checked by the Engineer/Consultant or authorized representative of HSC for payment.
- 5.02 Any extra, deviated / substituted item, if required to be executed at site, should be executed with prior approval of HSC only and are to be measured and billed separately, as annexure, to the main bill.
- 5.03 The mode of measurement for the entire work shall be in accordance with C.P.W.D norms, as amended from time to time.
- 5.04 Actual work done & recorded in measurement book will be paid, as per the percentage quoted and accepted by the Contractor in the price bid.
- 5.05 All invoices for running payments as well as for final payments shall be submitted in prescribed forms duly recommended by the Engineer/Consultant and supported by detailed measurement of items of work.
- 5.06 The R/A bills will be released after deduction of Security Deposit as applicable & taxes prescribed in condition of NIT.
- 5.07 The final bill shall be submitted by the Contractor within 1 (one) month from the date of completion of the works accompanied by:
- a) Completion certificate issued by the Engineer / Consultant / Service Consultant appointed by HSC.
 - b) No claim Certificate by the Contractor.
 - c) Furnishing of Guarantee bonds on Non-Judicial Stamp Paper of appropriate value in respect of works for Water Proofing, any other specialized items, as per norms.
 - d) Test Certificate for items and materials.

ARTICLE- 6 : TAXES AND DUTIES

- 6.01 All taxes including GST, tax on works contract if any, duties, fees, levies, or other charges etc. levied on the Contractor in connection with the contract work shall be borne and paid by the Contractor. Increase / decrease in GST, taxes on work contract if any, after submission of tenders and during the execution of the works, shall be subject to statutory notifications.
- 6.02 All Bank Charges, taxes, dues and all other charges in connection with payment to be made to the Contractor and in connection with Bank Guarantee Bond shall be borne and paid by the Contractor.
- 6.03 TDS/ Income Tax as applicable on the gross value of the contract and surcharge there on, shall be progressively deducted from the Contractor's bills by HSC for depositing the same with the Income Tax Authorities.
- 6.04 Wherever required by the State, any other tax on works contract shall be recovered at the prescribed rates from the Contractor's running bills by HSC for depositing the same to the concerned Authority of the State.

ARTICLE- 7 : RESPONSIBILITY OF HSC

- 7.01 HSC shall hand over the site for undertaking the work to the Contractor within seven days from the date of LOA/ Work Order.
- 7.02 HSC shall not be responsible to fulfil his obligations as above in time, if such obligations are dependent on Contractor's furnishing information/documents in time and where the Contractor has failed to do so.
- 7.03 HSC shall be responsible to get the entry passes issued to the Contractor and his employees to work within any restricted area, on the request of the Contractor along with all supporting documents, as desired by HSC.

ARTICLE- 8 : OBLIGATIONS OF THE CONTRACTOR

- 8.01 In order to ensure that the contract work is executed strictly in accordance with the Agreement and in time, the Contractor shall have the following obligations, at no extra cost to HSC, in addition to such other obligations and responsibilities as have been specified elsewhere in the Agreement:
- i) Make arrangements to bring power/ water from point provided by HSC at the site
 - ii) Arrange for testing of material – on site or as applicable or as directed by the Engineer/Consultant/Norms.
 - iii) Provide adequate safety and obligatory provisions for work and workmen.

- 8.02 The Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such articles or things and protect the same till removal as per the instructions of HSC.
- 8.03 Opening up of covered work, if instructed by the Engineer/Consultant, if such covering was done before inspection by the Engineer/Consultant or without permission from the Engineer/Consultant.
- 8.04 Clearance of the site of all rubbish, debris, unused materials, tools & tackles, labour huts, temporary structures, plant and machinery, scaffolding and filling of all pits, excavation and hand over the site in a tidy and clean condition to HSC.

ARTICLE- 9 : STANDARD OF WORK

- 9.01 If for any material or workmanship appropriate **CPWD Specifications** / Indian Standards or codes are not available or have not been adequately specified in the technical specifications, such materials and workmanship shall conform to other suitable standards and codes, as may be approved by the Engineer / Consultant.
- 9.03 The Contractor shall take due care in achieving and maintaining tolerances specified for various works.
- 9.04 The surface finishes shall be free of all defects under critical lighting conditions.
- 9.05 **Hiring of Specialized Agency** – Specialized item(s) like water proofing, shotcreteing, retrofitting etc. will be executed through specialized agency.

ARTICLE- 10 : RESPONSIBILITY FOR COMPLETION

- 10.01 **Subject to provision under Article – 11:** Exclusions, any work, supplies or services which might have not been specifically mentioned in the specifications, schedule of items or drawings but are necessary for entire completion of the contract work shall be executed / provided / rendered by the Contractor, within the time schedule specified. Rates quoted shall be deemed to include such elements of labour and materials necessary to complete the items of work in all respects.
- 10.02 Any work or item not envisaged but necessary to execute the contract work in completeness shall be carried out by the Contractor under instruction of the Engineer/consultant. The rates for such work / items of work shall be determined in accordance with **Article – 12: Rates for Extra Items.**

ARTICLE- 11 : EXCLUSIONS

11.01 Unless otherwise specifically provided elsewhere in the Agreement including technical specifications, drawings and schedule of items, the works / items of work to be excluded from the scope of the Contract shall be clearly and specifically indicated in Schedule of Quantities.

ARTICLE- 12 : RATES FOR EXTRA ITEMS

12.01 If it is found necessary by HSC to execute any item(s) of work which is not included in the schedule of items and as such no contract rate is available, the rate for such items of work shall be arrived at, as per the following procedure: -

- i) Where the extra item(s) of work is similar in character and / or executed under similar conditions as to any item of work appearing in the Contract Agreement, then the rates for such extra items shall be derived from contract rates of similar / closest item of work.
- ii) Where the nature of item is such that the rate for the same cannot be derived as per **ARTICLE – 12.01(i)**, then the rate shall be established based on the market rates and taking into account **15% (Fifteen percent)** over cost of labour and materials to cover supervision, overheads and profits. The norms followed by CPWD, as may be approved by the Engineer/Consultant with the concurrence of HSC regarding labour and material content, shall be adopted for this purpose.
- iii) Where rates of extra item / work can neither be established by derivation from the existing rates as per **Article – 12.01 (i)** above or by rate analysis as per **Article-12.01 (ii)**, then the rate for such item / work shall be estimated and fixed by the Engineer/Consultant, which shall be binding on the Contractor.
- iv) Where the nature of extra item / work is such that, it has to be got executed through a specialised Agency, the Agency shall be got approved from HSC on recommendation of Engineer/Consultant and decision of HSC regarding appointment of the Agency and the rates shall be final and binding. In such cases, the Contractor shall be paid at rate(s) approved for the agency plus 15% (Fifteen percent) to cover supervision, overhead and profits.

ARTICLE- 13 : MEASUREMENT OF WORK

13.01 Unless otherwise specified, measurement of work shall be made for the works actually executed, as per CPWD norms.

13.02 The measurements for the purpose of preparing Bills will be taken jointly by the Contractor's representative and the Engineer/Consultant.

13.03 In measurement of work as stated under **Article 13.01** and **13.02**, the Contractor shall certify that the work has been carried out strictly as per the drawings, specifications and item of work in

terms of the Agreement. Such certificate shall require Consultant/Engineer's endorsement for the purpose of payment.

13.04 In the event of any dispute with regard to the measurement of the work executed, the decision of HSC shall be final and binding on the Contractor.

13.05 In the case of site measurements as per **Article 13.02** above, if the Contractor does not attend or neglect or fail to send his representative, despite notice, for taking joint measurements, the measurements taken by the Engineer / Consultant shall be deemed to be the correct measurement of work and shall be binding on the Contractor.

13.06 COMPUTERISED MEASUREMENT BOOK (MB)

- i) Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement, the value of work done in accordance with the Contract. All measurements of all items having financial value shall be entered by the Contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format laid down by the Engineer-in-Charge, so that a complete record is obtained of all the items of works performed under the Contract.
- ii) All such measurements and levels recorded by the Contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the Contractor from the Engineer-in-Charge or his authorized representative as per interval of program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the Contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the Contractor or their representatives in token of their acceptance.
- iii) Whenever Bill is due for payment, the Contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked by the Engineer-in-Charge and / or his authorized representative. The Contractor will, thereafter, incorporate such changes arising out of these checks / test checks, in his draft computerized measurements, and submit to the Engineer-in-Charge a computerized Measurement Book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and / or his authorized representative would thereafter check the MB, and record the necessary certificate for their check/test checks.
- iv) The final, fair, computerized Measurement Book given by the Contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the Contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the Engineer-in-Charge. Thereafter, the MB shall be taken in the Engineer-in-Charge Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding Bill is submitted to the Office of Engineer-in-Charge for payment. The Contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of HSC.

- v) The Contractor shall also submit to the Engineer-in-Charge separately his computerized Abstract of Cost and the Bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the Bill. Thereafter, this Bill will be processed by the Office of Engineer-in-Charge and allotted a number as per the computerized record in the same way as done for the Measurement Book meant for measurements.
- vi) The Contractor shall, without extra charge, provide all assistance with every appliance, labour and other which are necessary for checking of measurements/ levels by the Engineer-in-Charge or his representative.
- vii) Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutual agreed method shall be followed.
- viii) Engineer-in-Charge or his authorized representative may cause either themselves or through another agency to check the measurements recorded by the Contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.
- x) It is also a term of this Contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates shall nor it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

ARTICLE- 14 : ENGINEER / CONSULTANT'S AUTHORITY

- 14.01 Engineer / Consultant shall be the sole communicating Authority and all correspondence under this Agreement to HSC shall be addressed to the Engineer / Consultant by the Contractor.
- 14.02 Engineer / Consultant shall issue necessary drawings, sketches, specifications, instructions, clarifications, etc. to the Contractor required for the execution of work and also record instructions in site order book, where called for compliance by the Contractor.
- 14.03 Engineer / Consultant shall have the authority to: -
 - i) Make modifications, alterations to the drawings / sketches etc. already supplied to the Contractor.
 - ii) Recommend for approval of CLIENT, the increase / decrease in the quantum of work specified in the schedule of items or to omit item(s) of work(s) and / or to order substitutions.
 - iii) Inspect, test and examine all the materials and workmanship employed in construction/execution of work.
 - iv) Reject materials / workmanship not conforming to instructions / specifications / drawings and to order for removal of rejected materials or pull down / dismantle defective work (s).
 - v) Enforce the provision of various statutory laws and regulations in vogue pertaining to labour and construction work and ensure their strict compliance by the Contractor.

- vi) Give notice to the Contractor if any deficiency is found with regard to adherence to accepted programme or sequence of work or delay in procurement of material and labour or negligence on the part of the Contractor or his authorized agent.
- vii) Alter already agreed programme or sequence of work, if found necessary at a later date.
- viii) Instruct the Contractor to expel from site any of his employee(s) / workmen who in his opinion is incompetent or otherwise whose presence is undesirable at site.
- ix) Enforce any or all provisions in the Agreement to ensure that the work is carried out by the Contractor strictly in accordance with the Agreement.

However, these do not absolve the Contractor from his responsibilities to carry out all the works as per terms and conditions of the agreement and adherence to the specified quality parameters.

ARTICLE- 15 : CHANGES

- 15.01 HSC /Engineer / Consultant shall have the right, during the performance of the Agreement, to make any addition to, alterations in and omission from the works or any alterations in the kind or quality of the materials to be used therein and shall give notice thereof in writing to the Contractor.
- 15.02 The Contractor shall, in accordance with such notice as per **Article 15.01**, alter, add to or omit from the works as the case may require.
- 15.03 The Contractor shall not carry out any extra items or make any alterations or additions to or omission from the works or any deviation from any of the provision of the Agreement, stipulation, specification or contract drawings without the prior instructions/consent in writing from the Engineer/consultant.
- 15.04 The Contractor shall proceed with the changes as instructed as per **Article 15.01** pending settlement of rates for extra items.

ARTICLE- 16 : WORKING HOURS

- 16.01 Unless otherwise directed or permitted by the Engineer / Consultant, the working hours for all works to be undertaken shall only be from **8 AM to 6 PM**.
- 16.02 Where instructed by the Engineer, the Contractor shall get the works executed in 2/3 shifts and on Sundays and Holidays, if so, deemed necessary by the Engineer for completion of the work as per the time schedule or meet any exigency. No claim for any compensation or extra payment on this account shall be admissible by HSC.
- 16.03 In the case of working at night, the Contractor shall arrange additional workmen and provide adequate lighting, safety precautions and make other arrangements necessary to carry out the work properly.

ARTICLE- 17 : DRAWINGS, SPECIFICATIONS, SCHEDULE OF ITEMS

- 17.01 Drawings, specifications and schedule of quantities / items shall be treated as supplementary to each other and should anything appear in the one that is not described in the other, no advantage shall be taken by the Contractor for any such omission. For such discrepancy / inconsistency the Contractor shall seek instructions from the Engineer/Consultant before proceeding with work

and the clarification / decisions given by the Engineer/Consultant shall be treated as final and binding on the Contractor for completion of work.

- 17.03 Contractor shall furnish to HSC 3 (three) sets of all catalogues, literature, manuals, etc., in respect of applicable brought-out items incorporated in the works.
- 17.04 The Contractor shall not himself make any changes in the drawings / sketches, specifications and schedule of items issued by the Engineer for executing the contract work. If any error or omission is detected he shall promptly bring the same to the notice of the Engineer/Consultant for clarification / decision / rectification.
- 17.05 One (1) set of working drawings, specifications and schedule of quantities / items shall be available at the Contractor's site office for reference by the Engineer/Consultant.

ARTICLE- 18 : CONTRACTOR'S REPRESENTATIVE AT SITE

- 18.01 The Contractor shall, during progress of the works, employ a full time technically qualified, experienced and competent representative, at the site for executing the works till completion.
- 18.02 Any decision, instruction, authorisation or approval given by the Engineer/Consultant to such Contractor's representative shall be deemed to have been given to the Contractor.
- 18.03 The Contractor shall maintain at his site office a site order book for the Engineer/Consultant to give in writing any instructions, decision, etc. to the Contractor in connection with execution of the contract work. The Contractor shall acknowledge receipt of such instructions, direction, and decisions by signing on the order book and ensure its compliance.
- 18.04 Positioning of Contractor's representative as per **Article 18.01** shall be subject to the approval of the Engineer/Consultant.

ARTICLE- 19 : REJECTION

- 19.01 If the Contract work or any portion thereof, at any time, is found to be defective or fails to fulfil the requirements of the Agreement, the Engineer/Consultant shall give the Contractor notice in writing setting-forth particulars of such defects or failure and the Contractor shall forthwith make good the defects or replace or alter the same to make it comply with the requirements of the Agreement.
- 19.02 Any materials, equipment, etc. brought to the site and found to be not in accordance with the Agreement, shall be rejected by the Engineer/Consultant and the Contractor shall remove the materials from the site within the period specified by the Engineer/Consultant.
- 19.03 The Contractor shall not be entitled to any extension of time or extra cost for rejection as per **Article 19.01** and **19.02**.

ARTICLE- 20 : COORDINATION WITH OTHER CONTRACTORS

- 20.01 The Contractor shall co-ordinate with other Contractors / agencies working in or about the site or at the adjoining areas on works having direct or indirect connection with the contract work being executed by the Contractor under this Agreement.
- 20.02 The Contractor shall interact with other Contractors and agencies stated under **Article 20.01** and sequence various activities with the activities of other Contractors in a manner required for timely and sequential completion of the contract work.
- 20.03 If there is any disagreement between the Contractor and other Contractors and agencies in respect of any activity or sequencing of activities, the same should be referred to the Engineer whose decision shall be final and binding on the Contractor.
- 20.04 Co-ordination with other Contractors / agencies or any dis-agreement or delay in co-ordination or interruption in work shall not entitle the Contractor to any extra time or cost.
- 20.05 The Contractor will ensure that no inconvenience is caused to the occupants of the building, visitors and general public and ensure safety of all such people including his own workmen and staff by taking all safety measures as per prevailing norms throughout the contract period and during defect liability period.

ARTICLE- 21 : LIQUIDATED DAMAGES FOR DELAY

- 21.01 If the Contractor fails to complete the work / item(s) of work in all respects and hand over the same to HSC within the time stipulated, the Contractor, without prejudice to any other right or remedy of HSC on account of such breach, be liable to pay HSC liquidated damages **at the rate of 01% (One percent) of the total contract price for delay of every week or part thereof.**
- 21.02 The total amount of liquidated damages shall be limited to 10% (Ten percent) of the total contract price.
- 21.03 The provision under **Article 21.01** and **21.02** shall not apply in cases of delay for which the Contractor is entitled for extension of completion time.

ARTICLE- 22 : COMPLETION CERTIFICATE

- 22.01 Within 10 days of completion of the work, the Contractor shall give notice of such completion to the Engineer / Consultant
- 22.02 At the option of HSC a provisional completion certificate may be issued indicating defects (a) to be rectified or re-constructed by the Contractor and / or (b) for which payment shall be made at reduced rate.
- 22.03 No completion certificate or provisional completion certificate shall be issued nor shall the work be considered to be complete until the Contractor shall have removed from the site all scaffolding, surplus materials, rubbish, etc. and all the temporary works, labour camps and clean off the dirt from wood work, doors, windows, walls, floors or other parts of the works.

ARTICLE- 23 : DEFECTS LIABILITY PERIOD

- 23.01 Defect liability Period will be **12 months** from the actual date of issuance of completion certificate and handing over the work to HSC, fit to use.
- 23.02 The Contractor guarantees that within the Defect liability Period, the contract work shall not show any signs of defects, cracks, settlements, disfigurations, shrinkage, leakage, dampness or any other defects.
- 23.03 The Contractor shall maintain and satisfactorily execute, at his own cost, all such works of repair, amendment, re-construction, rectification, replacement and any other work to make good the faulty work as stated in **Article 23.01** during the Defect liability Period.
- 23.04 The Contractor shall, if required by the Engineer/Consultant, search for the causes of any defects, imperfection or fault under the direction of the Engineer. The cost of such search shall be borne by the Contractor.
- 23.05 At intervals specified by the Engineer / Consultant the Contractor, along with the Engineer, shall inspect the contract work to satisfy himself that no defects have cropped up in the contract work. Should there be any signs of defects, the Contractor shall take immediate steps to rectify the same, failing which, the Engineer may get the defects rectified at the risk and cost of the Contractor.
- 23.06 At the end of the Defect liability Period, the Contractor, along with the Engineer / Consultant, shall carry out final inspection of the contract work to prove that no defects had appeared in the contract work or that all defects which appeared in the contract work have been rectified to the entire satisfaction of the Engineer / Consultant. If during the final inspection it is found that the defects still remain in the contract work, the period of Defect liability shall be extended at the discretion of the Engineer / Consultant and the Contractor shall be liable to make good the defects and be responsible for the maintenance of the work till the defects have been fully rectified without any extra cost.
- 23.07 Upon successful completion of the Defect liability Period HSC shall issue final acceptance certificate to the Contractor.

ARTICLE- 24 : MATERIALS

- 24.01 The Contractor shall arrange all the materials required for the work, meeting the prescribed technical specification of the work.
- 24.02 The Contractor shall have full knowledge of all the materials required to be procured and incorporated in the works by him regarding source of supply, technical characteristics and conformation to technical specifications.
- 24.03 All the materials procured and incorporated in the works shall comply **with technical specifications as per CPWD / Indian Standards including latest amendments / revisions.**

The BIS codes wherever mentioned in tender documents shall be deemed to be changed / modified / revised as per the latest BIS publication.

- 24.04 The Contractor shall provide samples, technical brochures, details, etc. to Engineer / Consultant for approval of make, brand, colour, shade, etc., at his own cost before placing orders / procuring the material.
- 24.05 Materials brought at site of work shall be in sealed containers or original packing and Contractor shall submit vouchers / challans and test certificate to Engineer/Consultant on demand.

ARTICLE- 25 : OTHER PERSONS ENGAGED BY HSC

- 25.01 HSC reserves the right to use the premises or any portion of the site for the execution of any work not included in the Agreement, which he may desire to be carried out by other persons, and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or materials for the execution of such work except by special arrangement with HSC.

ARTICLE- 26 : MISUSE OF WORKS

- 26.01 The Contractor shall ensure that the work or any portion of the work completed or partially completed are not misused by him or his sub-contractors or their employees, workmen, agents, servants etc. leading to deterioration / temporary deterioration of the work.
- 26.02 The Contractor may however be permitted by the Engineer/Consultant to use the work or a portion of the work completed or partially completed for such purposes as may be approved by the Engineer / Consultant.

ARTICLE- 27 : REFUND/ FORFEITURE OF SECURITY DEPOSIT

- 27.01 If the Contractor shall duly and faithfully carry out the provisions of the Agreement and shall duly satisfy all claims properly chargeable against him hereunder, the available security deposit made by him in terms of the Agreement shall be refunded to him upon expiry of the defect liability period.
- 27.02 If the Contractor fail to perform the contract work in terms of the Agreement or fail to maintain the contract work during the Defect liability Period and if HSC incurs any expenditure or is likely to incur any expenditure for completion of the work or rectification of defects, then HSC shall be entitled to deduct such sum or sums as may be necessary for such completion or rectification from the security deposit made by the Contractor under this Agreement. The decision of HSC in determining such sums to be deducted from the Contractor's security deposit shall be final and binding on the Contractor and shall not be subject to arbitration.

ARTICLE- 28 : INSPECTION AND TEST

- 28.01 The Contractor shall ensure inspection and test of all materials and work at his cost either at site or through any laboratory approved by the Engineer/Consultants **per CPWD Specifications.**
- 28.02** The Contractor shall ensure proper supervision and inspection during the progress of work at site.
- 28.03 All materials and work, whether at the site or in the Contractor's / Sub-Contractor's premises shall be subject to inspection and test by the Engineer / Consultants **per CPWD Specifications.** The Contractor / his Sub-Contractor shall provide all facilities, free of cost to the Engineer/Consultant including all labour, materials, tools, tackles, instruments, appliances, etc. to enable the Engineer/Consultant to carry out inspection and / or test.
- 28.05. All test certificates as per CPWD specifications shall be subject to verification by the Engineer / Consultant.
- 28.06 The Contractor shall submit to the Engineer/Consultant copies of all inspection / test certificates.
- 28.07 The Contractor shall not be entitled to any claim for extra time or cost due to any delay in carrying out inspection and testing or re-inspection and re-testing if so decided by the Engineer / Consultant.
- 28.08 The Contractor shall take adequate steps to rectify the defects or to replace such materials and work which have failed during inspection / testing.

ARTICLE- 29 : ACCESS TO WORK

- 29.01 HSC / Engineer/Consultant and / or any person authorised by them shall at all times have free access to the work site and / or to the workshops, factories or other places where materials are being prepared or constructed for the contract work and also to any place where materials are lying from where they are being taken out, and the Contractor shall give every facility to them for inspection, examination and testing of the materials and workmanship.

ARTICLE- 30 : NO INTEREST PAYABLE

- 30.01 The Contractor shall not be entitled to any interest with respect to security deposit or any money which may be due to him from HSC or for any delay on the part of HSC to make any running or other payments.

ARTICLE- 31 : MATERIALS NOT INCORPORATED IN WORKS

- 31.01 Any material for which the Contractor has received payment or the Engineer/Consultant has included for payment the value of any un-fixed material intended for incorporation in the works,

such materials shall become the property of HSC and shall not be removed except for the use upon the work, without the written authority of HSC / Engineer.

- 31.02 The Contractor shall keep safe custody of the same and be liable for any loss or damage to such materials till issue of completion of defect liability period.

ARTICLE- 32 : SITE CONDITION

- 32.01 Before submitting the tender, the Contractor shall inspect the site of work and acquaint himself with and collect all necessary information regarding site conditions and working conditions including constraints, if any, for carrying out the work. No claim of the contractor due to ignorance of site condition or working condition for any increase of completion time and / or cost shall be entertained by HSC.

ARTICLE- 33 : HSC'S CLAIM

- 33.01 HSC shall have a lien on and over all materials of every description, tools, tackles, plant, equipment or any money due and / or that may become due and payable to the Contractor either under the Agreement or any other contract and / or also on over deposits including the security amount or amounts made under the Agreement and / or any other contract and which may become repayable to the Contractor under the conditions on that behalf herein or therein contained, for or in respect of any debt or sum that may become due and payable to HSC by the Contractor either alone or jointly with another and either under the Agreement or under any other contract s or transactions/s of any nature and whatsoever between HSC and the Contractor.

ARTICLE- 34 : SAFETY AND SECURITY

- 34.01 The Contractor shall adopt adequate safety measure and use protective clothing for all workmen at site whether or not engaged in actual execution of work or supervision thereof. The Contractor shall ensure that the workmen on site use safety belts, gloves, helmets, masks etc. as necessary for their safety.
- 34.02 The Contractor shall be responsible for safety arrangements of all equipment used in connection with the execution of the work and shall ensure employment of only trained operators to man the equipment. Only tested equipment and tools etc. shall be used and shall periodically be tested to the satisfaction of HSC. All test certificates shall be made available to HSC at site as and when required by him.
- 34.03 The Contractor shall, in connection with the execution of the work, ensure provision and maintenance of lights, guards, barricading, fencing with gates, watch & ward when and where

necessary or required by HSC or by any duly constituted authority for the protection of the work and / or for the safety and convenience of the public or others.

- 34.04 The Contractor shall take adequate safety precautions for prevention of accidents at site. The Contractor shall also ensure that their employees / workmen observe the statutory safety rules and regulations as also those laid down by HSC from time to time.
- 34.05 The Contractor shall provide at his cost necessary watch and ward force as may be required to ensure security and safety of all buildings, structures, equipment and materials under their custody at the site of work.
- 34.06 The Contractor shall abide by all security regulations at site promulgated by HSC from time to time. The Contractor shall provide identity badges to their personnel and workmen duly authenticated by the Engineer / Consultant, which must be properly displayed by them on their person.
- 34.07 In order to facilitate issue of gate passes by HSC for materials and equipment either during execution or the maintenance period, the Contractor shall submit to HSC list of construction / erection equipment, etc., and / or other materials that shall be taken by them inside the site from time to time. Such movement of materials, equipment, tools, tackles etc., shall be subject to certification by HSC / Engineer/Consultant.
- 34.08 The Contractor shall not allow any visitor on the work except with the written permission of HSC / Engineer / Consultant.
- 34.09 From commencement to completion of work, the Contractor shall take full responsibility for the care of the work, construction plant and equipment and all temporary works and in case of any damage or loss to the work, construction plant and equipment or to any temporary work from any cause whatsoever the Contractor shall, at his own cost replace or repair and make good the same.
- 34.10 **Insurance of works etc.**

Contractor is required to take **Contractor's All Risk Policy (CAR)** from an approved insurance company in the combined names of HSC and Contractor and bear all costs towards the same for the full period of execution of works including the defect liability period for the entire cost of contract against all loss of damage from whatever cause arising other than excepted risks for which he is responsible under the terms of the contract and in such manner that HSC and the Contractor are covered during the period of construction of works and / or also covered during the period of defect liability for loss or damage, as under.:

- a) The work and the temporary work for the full value of such works.
- b) The materials, constructional plant, centring& shuttering and scaffolding materials and other things brought to the site for their full value.

The contractor shall submit the original policy or the policies of insurance and the original receipts of payment of the premiums to the Engineer-in-Charge to be kept in the custody of HSC.

34.11 INSURANCE UNDER WORKMEN COMPENSATION ACT

- i) Contractor is required to take insurance cover under the **Workmen Compensation Act, 1923** as amended from time to time for the whole period of execution of works including the defect liability period from an approved insurance company and pay premium charges thereof. The contractor shall submit the original policy or the policies of insurance in the combined names of HSC and Contractor and the original receipt of payment of the premiums to the Engineer-in-charge to be kept in the custody of HSC.
- ii) Recovery of compensation paid to workmen in the event of an accident - Any workman employed by the contractor for execution of the works, suffers an injury or death and is to be compensated under the provisions sub-section (1) of section 12, of the Workmen's Compensation Act, 1923 by the contractor and if the contractor fails to compensate, HSC shall be entitled to recover from the contractor the amount of the compensation so paid and, without prejudice to the rights of HSC under section 12, sub-section (2), of the said Act. HSC shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under this contract or otherwise. HSC shall not be bound to contest any claim made against it under sub-section (1) section 12, of the said Act, except on the written request of the Contractor and upon his giving to HSC full security for all cost for which HSC might become liable in consequence of contesting such claim.

34.12 THIRD PARTY INSURANCE

- i) Contractor is required to take third party insurance cover in the combined names of HSC and Contractor for the whole period of execution including defect liability period for amount of 5% (five percent) of entire cost of contract from an approved insurance company for insurance against any damage, injury or loss which may occur to any person or property including that of Owner, HSC, arising out of the execution of the works or temporary works. The contractor shall submit the original policy or the policies of insurance and the original receipt of payment of the current premiums to the Engineer-in-Charge to be kept in **the custody of HSC**.
- i) If the Contractor could not effect a comprehensive insurance cover against risks which he may be required to effect under the terms of the contract, then he shall give his attention to get the best insurance cover available and even in case of effecting a wider insurance cover than the one which the subsidiary of the General Insurance Company could offer, such an insurance is ought to be done after the HSC's approval, by or through the subsidiary of the General Insurance Company.

ARTICLE- 35 : ACCIDENT OR INJURY TO WORKMEN

35.01 The Contractor shall be solely liable for any accident or injury to any of the personnel engaged by him or by his Sub-Contractors in connection with the Contract work.

35.02 HSC shall not be liable for any damage or compensations payable by law in respect of or in consequence of any accident or injury to any personnel in the employment of the Contractor or

his Sub-Contractor or other occupants/visitors to the building and the Contractor shall indemnify and hold harmless HSC/Engineer/Consultant against all such claims, damages, compensations and proceedings.

- 35.03 The Contractor or his Sub-Contractor shall forthwith report to HSC all cases of accidents to any of their personnel / workmen and shall make every arrangement to render all possible assistance and aid to the victim of the accident.

ARTICLE- 36 : DEDUCTIONS FROM CONTRACT PRICE

- 36.01 The Contractor shall reimburse to HSC all costs, charges, damages or expenses which HSC may have paid or to which HSC may be entitled and to the extent to which the Contractor is obliged under the Agreement to do so within 21(twenty-one) working days upon written request of HSC, failing which such costs, charges, damages or expenses shall be deducted by HSC from any money due or becoming due by him to the Contractor under this Agreement.
- 36.02 Whenever any claim(s) for payment of sum of money arise(s) out of or under this Contract against the Contractor shall, on written demand make the payment of the same or agree for effecting adjustment from any amounts due to him by HSC. If, however, he refuses or neglects to make the payment on written demand, or does not agree for effecting adjustment from any amounts due to him, HSC shall be entitled to withhold an amount not exceeding the amount of the claim(s), from any sum when due or which at any time thereafter may become due to the Contractor, under this or any other contract with HSC or from any other sum due to the Contractor from HSC (which may be available with HSC) or from the Contractor's security deposit or security bond amount, and retain the same by way of lien till such time payment is made by the Contractor or till the claim(s) is / are settled or adjudicated upon, or till the Contractor, at his expense furnishes "Fixed Deposit Receipt(s)" duly endorsed as directed by HSC, or a Guarantee Bond from a scheduled bank for an amount equal to the amount of the claim(s), in the form as directed by HSC.
- 36.03 HSC reserves the right to carry out post payment audit and technical examination of the works and Final Bill, including all supporting vouchers, abstracts etc. HSC further reserve the right to carry out the aforesaid examinations and enforce recovery, if any, when detected, notwithstanding the fact that the amount of the final bill may have been included by one of the parties as an item of dispute before an arbitrator appointed under the arbitration clause of the contract and notwithstanding the fact that the amount of the final bill figures in the arbitrator's award.
- 36.04 If, as a result of such audit and technical examination, any over payment is discovered in respect of the work done under this contract, the Contractor shall, on written demand make payment of a sum equal to the amount of over payment or agree for effecting necessary adjustment from any amount(s) due to him by HSC. If, however, he refuses or neglects to make the payment on demand(s) or does not agree for effecting adjustment from any amount(s) due to him, HSC shall be entitled to take action as per **Article 38.02**.
- 36.05 All notices under these conditions shall be given by HSC/Engineer.

ARTICLE- 37 : COMPLIANCE WITH STATUTORY AND OTHER REGULATIONS

- 37.01 The Contractor shall, throughout the performance of the Agreement comply with all Central or State Statutes, Ordinance or Laws and the Rules, Regulations, or Bye-Laws of any local or other duly constituted authority having jurisdictions over the contract work or any part of the site.
- 37.02 The Contractor shall give all notices and pay all fees and taxes required to be given or paid under any Central or State Statutes Ordinance or other Laws or any Regulations or Bye-Laws of any local or other constituted authority in relation to the contract work.
- 37.03 The Contractor shall get himself registered with the concerned authorities as provided under various applicable Acts and shall be solely and directly responsible to such authorities for compliance with the provision thereof.
- 37.04 By way of illustration of various Acts, as stated under **Article 39.01**, the following Acts as amended from time to time, shall be complied with by the Contractor: -
- (i) Employee's Provident Fund Act 1952
 - (ii) Contract Labour Act (Regulations and Abolition 1970)
 - (iii) Minimum Wages Act 1948
 - (iv) Payment of Wages Act 1936
 - (v) Workmen Compensation Act 1923
 - (vi) Factories Act 1948
 - (vii) Apprenticeship Act 1961
 - (viii) IT/GST Act.
- 37.05 The Contractor shall ensure that no child labour is employed or permitted to work in any activity covered under the Agreement.
- 37.06 The Contractor shall submit periodical (daily / weekly / monthly / quarterly) statements of labour employed by him in the pro-forma prescribed by HSC.
- 37.07 The Contractor's establishment shall be subjected to inspection, investigation etc., by HSC / Engineer/Consultant for ensuring proper and faithful compliance of the provisions of the Agreement by the Contractor with regard to the implementation of labour laws and matters stated in this Article.
- 37.08 The Contractor shall provide, at his cost, to all staff and workmen directly or indirectly employed on the works all amenities for securing proper working and living conditions at the site and at the labour camp. The Contractor shall also provide medical facilities at the site as per rules in force in relation to the strength of their staff and workmen deployed at site.

ARTICLE- 38 : INDEMNITY

- 38.01 Notwithstanding all reasonable and proper precautions being taken by the Contractor at all times during the performance of the contract work, the Contractor shall remain wholly responsible for all damages, whether to the contract work executed by him or to any other client's property or to the lives, persons or property of others during progress of the contract work and the period of maintenance thereof and shall indemnify, defend and hold harmless HSC, Engineer/Consultant or their employees against all claims, loss, demands, proceedings, charges and expenses, liability for personal injury (including death), and / or damage to property incurred by reasons of any act or omission or default by the Contractor, his agents, servants or employees and arising out of or connected with the performance of this Agreement.
- 38.02 The Contractor shall also indemnify and hold harmless HSC, Engineer /Consultant or their employees from all liability, claims, costs, expenses, taxes and assessments, including penalties, punitive damages, attorney's fees and court costs which are or may be required with respect to any breach of the Contractor's obligations or for which the Contractor has assumed responsibility including those imposed by Statutes, Ordinances, Laws, Rules, Regulations or Bye-laws or in respect of salaries, wages or other compensations of all persons employed by the Contractor or suppliers in connection with the performance of any work covered by the Contract.
- 38.03 The Contractor shall execute and deliver and shall cause his sub-Contractors and suppliers to execute and deliver such other further instruments and to comply with such requirements of such Statutes, Ordinances, Laws, Rules, Regulations or Bye-laws as may be necessary there under to confirm and effectuate the Agreement and to protect HSC/Engineer/Consultant or their employees.
- 38.04 Notwithstanding anything herein before contained, HSC shall not accept any liability for the Contractor, his sub-Contractors, agents, servants or employees or any of them or for their / his property while on the premises or in service of, or used for / on behalf of HSC by any person.

ARTICLE- 39 : PATENT

- 39.01 The Contractor shall indemnify and hold harmless HSC and Engineer/consultant against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement of patent, trade mark, registered design, copy rights and / or other protected rights in respect of any construction plant, machinery, work or material used for or in connection with the contract work or temporary work or any of them whether or not HSC is held liable for by any court judgment.

ARTICLE- 40 : PRESERVATION OF PEACE

- 40.01 The Contractor shall take adequate precautions and use his best endeavours to prevent any riots or any unlawful behaviour by or amongst his workmen and / or others employed by him and for

the preservation of peace and protection of the inhabitants and security of property at or in the neighbourhood of the site.

- 40.02 In the event of HSC requiring the maintenance of a special Police force at or in the vicinity of site during the tenure of the contract in consequence of the riotous or unlawful behaviour by or amongst the Contractor's workmen and / or others employed by him, all expenses thereof, and costs of all damages due to such riotous or unlawful behaviour shall be borne by the Contractor and if paid by HSC, shall be recovered by HSC from contractor from any money due or that may become due to him.

ARTICLE- 41 : OPERATION

- 41.01 HSC reserves the right to call for clarifications and interact with the Contractor on technical and functional aspects of any part of the work at his discretion.

ARTICLE- 42 : SECRECY

- 42.01 All drawings, specifications, schemes and the subject matter contained therein and all other information given to the Contractor by HSC / Engineer / Consultant in connection with the performance of the contract work shall be held confidential by the Contractor and shall remain the property of HSC and shall not be used or disclosed to third parties by the Contractor for any purpose other than for which they have been supplied or prepared. The Contractor may disclose to third parties, upon execution of secrecy agreements, such part of the drawings, specifications or information, if such disclosure is necessary for the performance of the contract work after the approval of HSC.

- 42.02 On completion of the work or upon termination of the Agreement, the Contractor shall return to HSC all drawings and documents received by him from HSC / Engineer / Consultant. The Contractor shall ensure that neither the Contractor nor any of his officials and employees or any other persons shall have possession or access to copy thereof.

ARTICLE- 43 : CARRYING OUT PART WORK AT RISK & COST OF CONTRACTOR

If the Contractor:

- 43.01 At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 working days in this respect from the Engineer-in-Charge; or
- 43.02 Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 working days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not

complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

- 43.03 The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:
- a. Take possession of the site and any materials, constructional plant, equipment, stores, etc., thereon; and/or
 - b. Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.
- 43.04 The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work / part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Government because of action under this clause shall not exceed 10% of the tendered value of the work.
- 43.05 In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.
- 43.06 Any excess expenditure incurred or to be incurred by HSC in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by HSC as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to HSC in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.
- 43.07 If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.
- 43.08 In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

ARTICLE- 44 : SUSPENSION & TERMINATION

- 44.01 HSC / Engineer may suspend the work in whole or in part at any time by giving the Contractor notice in writing to such effect stating the nature, the effective date and duration of such suspension.
- 44.02 On receiving the notice of suspension, the Contractor shall stop all such work which HSC/Engineer has directed to be suspended with immediate effect. The Contractor shall continue to perform other works in terms of the Agreement which HSC / Engineer has not suspended.
- 44.03 HSC / Engineer, may at any time, cancel the suspension notice for all or any part of suspended work by giving written notice to the Contractor specifying the part of work to be resumed and the effective date of withdrawal of suspension. The Contractor shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice.
- 44.04 In the event, such suspension exceeds a period of three months, HSC/Engineer and the Contractor shall consult each other to determine the extent of claims or compensation due to each other on account of such suspension provided however that if the suspension has been due to inclement weather, unsafe working condition and non-conformance to specifications, continued violations by the Contractor of Engineer's / HSC's instructions and such other causes for which the Contractor is responsible, then no compensation shall be payable by HSC.
- 44.05 If the Contractor violates the Agreement or shall neglect to execute the work with due diligence or expedition or shall refuse or neglect to comply with any reasonable directions, instructions or orders given to him in writing by HSC / Engineer in connection with the work or shall contravene or breach any provisions of the Agreement, HSC may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of or cure that breach within a period of 30 (thirty) days of receiving such notice and in default of the compliance with the said notice, HSC without prejudice to his rights as below may rescind or terminate the Agreement stating therein the effective date of termination, holding the Contractor liable for the damages that HSC may sustain in this behalf.
- 44.06 Should the Contractor fail to comply with such notice within the period stipulated in **Article - 44.05** in the case of failure, neglect or contravention capable of being made good within that time or otherwise within such time as may be reasonably necessary for making good, the same then and in such case without prejudice to HSC's right under **Article – 44.05** here to, HSC / Engineer shall have the option and be at liberty to take the work wholly or in part out of the Contractor's hands and may complete the work envisaged in the agreement either directly or may re-contract with any other person / persons to execute the same or any part thereof and provide other materials, tools, tackle or labour for the purpose of completing the work or any part thereof.
- 44.07 In such event HSC / Engineer shall, without being responsible to the Contractor for fair, wear and tear of the same, be entitled to seize and take possession and have free use of all materials, tools, tackle or other things which may be on the site for use at any time in connection with the work to the exclusion of any right of the Contractor over the same, and HSC shall be entitled to retain and apply any balance sum which may otherwise be then due on the Agreement by him to

the Contractor on such part thereof as may be necessary, to the payment of the cost of execution of such work as aforesaid.

- 44.08 If the cost of executing the work as aforesaid shall exceed due to the Contractor and the Contractor fails to make good the deficit, the said materials, tools, tackle, construction plant or other things, the property of the Contractor as may not have been used up in the completion of the works, may be sold by HSC and the proceeds applied towards the payment of such difference and the cost of and incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale shall be paid by the Contractor on the certificate of HSC, but when all expenses, costs and charges incurred in the completion of the work are paid for by the Contractor, all such materials, tools, tackle, construction, plant or other things not used in the completion of the works and remaining unsold shall be removed by the Contractor.
- 44.09 HSC, without prejudice to his rights as stipulated under **Article 44.06 to 44.08**, shall also have the option to consult with the Contractor to arrive at a fair solution in determining the claims and payments due to HSC arising out of such termination. If no fair solution is reached within 2 (two) months from the effective date of termination, then the matter may be referred to arbitration in terms of **Article 46**.

ARTICLE- 45 : FORCE MAJEURE

- 45.01 If either party is prevented or impeded in the fulfilment of its obligations under the agreement by reasons of force majeure, such as, act of God, operation of force of nature, act of state, war, civil war, revolution, rebellion, military or usurped power, explosion, fire, epidemic, quarantine, floods, earthquake or other physical disaster, freight embargo, confiscation, expropriation, HSC orders or restrictions or the like or similar events due to any cause, beyond the reasonable control of the party affected and which such party could not have reasonably foreseen and guarded against and which by exercise of reasonable care and diligence, such party is unable to prevent, then any delay directly arising there-from shall constitute an excusable delay provided :-
- i) It is established that any of such event has occurred adversely affecting the party concerned and the continued performance of this Agreement without any contributory negligence or default on their part.
 - ii) It is proved that as a result thereof, further performance of the Agreement by such party is inevitably delayed or impeded.
 - iii) Such party gives notice to the other party within 10 (ten) days from the occurrence of such event giving sufficient details of such event and proof of its effect on the performance of the Agreement on the part of such party, and time for the performance of that part of the obligation of the party concerned which so delayed or impeded shall be extended by a period or periods equal to the durations of such delay provided that the other party shall not be required to perform the corresponding part of its obligations under this Agreement.

- 45.02 If the duration of the delays or impediments due to such continuing force majeure events exceeds a period of 3 (three) months, the party shall consult each other to find an amicable solution to problems created by such delays or impediments.
- 45.03 In the event that parties are unable to resolve such problems to their mutual satisfaction within 3 (three) months of the first consultation under **Article 45.02** either party shall have the right exercisable of such 30 (thirty) days after the expiration of such 3 (three) months by serving on the other 30 (thirty) days written notice to terminate the Agreement wholly or partly. Depending upon the nature and consequence of the force majeure. **Article 45** shall take effect to the extent applicable, provided that neither party shall have any claim for damages or compensation against the other in respect of any such delay or impediment or as a result of any acts or action taken by any of the parties.
- 45.04 This article shall not affect or alter the rights and liabilities of the parties which have already accrued by virtue of or in consequence to the obligations already performed.

ARTICLE- 46 : ARBITRATION

- 46.1 Except where otherwise provided for in the contract, all question and disputes relating to the meaning of the specifications, and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out on or relating to the contract, specifications, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Sole Arbitrator to be appointed by Executive Director, HSC as per updated Arbitration and Conciliation Act 1996.
- 46.2 The Arbitrator may from time to time with consent of the parties enlarge the time for making and publishing the award.
- 46.3 The work under the contract shall, if reasonably possible, continue during the arbitration proceedings, and no payment due or payable to the Contractor shall be withheld on account of such proceedings.
- 46.4 The Arbitrator shall be deemed to have entered on the reference on the date, he issues notice to both the parties fixing the date of the first hearing. The Arbitrator shall give a separate & reasoned award in respect of each dispute.
- 46.5 The venue of arbitration shall be within Delhi, such place, as may be fixed by the Arbitrator with his sole discretion within Delhi.
- 46.6 The award of Arbitrator shall be final, conclusive and binding on all parties to this contract.

46.7 The cost of arbitration shall be borne by the parties to the dispute as may be decided by the Arbitrator.

ARTICLE- 47 : LIQUIDATION / TERMINATION

47.01 If the Contractor commences to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carries on his business under a receiver for the benefits of his creditor, HSC shall be at liberty to:

- i) Give such receiver / liquidator or other person the option of carryout the performance under the Agreement, subject to the receiver / liquidator or other person providing a guarantee up to an amount to be agreed upon by HSC and such receiver/liquidator or other person for the due and faithful performance of the Contractor's obligations under this agreement, or
- ii) If the receiver / liquidator or other person fails within 30 (thirty) days to exercise one option to carry out performance of the Agreement then HSC may terminate the Agreement and give notice in writing to the Contractor or to the receiver / liquidator or to any person in whom the Agreement may have become vested.

47.02 Termination of Contract: Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, HSC shall have the option of terminating the contract or to continue the contract with the legal successor.

ARTICLE- 48 : EFFECTIVE DATE OF AGREEMENT

48.01 The agreement shall become effective from the date of issue of Letter of Intent by HSC.

ARTICLE- 49 : SECTIONS TO THE AGREEMENT

49.01 Following sections shall constitute an integral part of the Agreement, annexed as schedule:

- SECTION I Notice Inviting e-Tender
- SECTION II General Conditions
- SECTION III Special Conditions
- SECTION IV Price Bid-with quoted amount
- Annexure I Approved make/ brand of items
- Annexure II Bill of Quantities (BOQ)
- Minutes of pre-bid meeting (if any)
- Corrigendum/Addendum (if any)

Letter of Award duly accepted by Contractor

Agreement in original in Stamp -Paper as per proforma (**Form C**)

- 49.02 If there are sections other than as specified under **Article 49.01**, as referred to elsewhere in the Agreement, such sections shall also form integral part of the Agreement.

ARTICLE- 50 : ENTIRE AGREEMENT

- 50.01 The terms & conditions herein contained including tender documents, shall constitute the entire agreement and understanding between the parties hereto and shall supersede all other communications which were made prior to the signature of the Agreement, whether written or oral, between parties hereto with respect to the subject matter hereof.

ARTICLE- 51 : AMENDMENT TO AGREEMENT

- 51.01 Any amendment to the terms of the Agreement shall be made in writing by both parties hereto and shall specifically “state it is an amendment to the agreement”.

ARTICLE- 52 : WAIVER

- 52.01 Non-enforcement by either party of any of the provisions on the Agreement shall not operate or constitute as a waiver of the provision itself or any subsequent breach thereof.
- 52.02 The validity of the agreement shall not be affected, should one or more of its stipulations to be or become legally invalid and such stipulation is severable from and not fundamental to the obligations of either party to the Agreement. In such a case, the party shall negotiate in good faith to replace the invalid clause by an agreed stipulation which is in accordance with the applicable law and which shall be as close as possible to the party’s original intent.
- 52.03 Executive Director, HSC shall have the right to waive or reduce any of the conditions, at his own absolute discretion considering the merit of the issue raised, on the request of the Contractor and the advice of the Engineer/Consultant.

ARTICLE- 53 : ASSIGNMENT

- 53.01 The Contractor shall not assign his rights and obligations under the terms to the Agreement to any party other than its legal successor without the written consent of HSC.

ARTICLE- 54 : COPIES

- 54.01 The Agreement shall be executed in triplicate. The original and triplicate shall be retained by HSC and duplicate, by the Contractor.

ARTICLE- 55 : STAMP DUTY

55.01 Stamp duty payable in respect of this agreement shall be borne and paid by the Contractor.

ARTICLE- 56 : NOTICES

56.01 All notices under this Agreement shall be given in writing and shall be deemed sufficiently given when delivered either manually by registered post addressed to the other party or at the e-mail address of the parties. Communication shall be made to HSC with a copy to the Engineer / Consultant. The communication shall be made to the Contractor at his registered office and at the e-mail address of the Contractor, with a copy to the Engineer/Consultant.

56.02 If any notice is delivered by hand, it shall be duly acknowledged and if given by e-mail or verbally, it shall be confirmed by letter within 7 (seven) days of the date of such notice. Either party shall by notice in writing inform the other party of any change of address as stated under **Article – 56.01** for receiving such notices.

56.03 The date of communication and notices under **Article – 56.01** shall be the date of receipt of such original communication and notice by the receiving party.

ARTICLE- 57 : FRAUD AND CORRUPT PRACTICES

57.01 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this NIT, HSC shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, HSC shall, without prejudice to its any other rights or remedies, suspend the Bidder for a period of 1 year, as the case may be and /or, indemnify HSC for the losses incurred due to time, cost, efforts, manpower etc.

57.02 Without prejudice to the rights of HSC under Clauses hereinabove and the rights and remedies which the HSC may have under the LOA, if an Applicant or Contractor, as the case may be, is found by the HSC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA, such Applicant or Contractor shall not be eligible to participate in any tender or NIB issued by HSC during a period of 2 (two) years from the date such Applicant or Contractor, as the case may be, is found by HSC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

57.03 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “corrupt practice” means
 - (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the HSC who is or has been associated in any manner, directly or indirectly with the selection process or the LOA or has dealt with matters concerning the Agreement or arising there-from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the HSC, shall be deemed to constitute influencing the actions of a person connected with the selection process;) or
 - (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical contractor/ adviser of the HSC in relation to any matter concerning the Project;
- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the HSC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

SECTION – IV

SPECIAL CONDITIONS OF CONTRACT

FOR

**Renovation / Upgradation of HSMI Hostel at Malwa Singh Block, AGVC, Khel Gaon, New Delhi
(S.H: Civil and electrical works)**

NIT No.: HSC/AV/R&M/HSMI(Hostel)/393/2024/257 **Dated:** 25th June 2024

Executive Director
HABITAT SERVICES CENTRE
HUDCO Place, Andrews Ganj,
August Kranti Marg, New Delhi-110049.
Website :www.hscdelhi.in
E-Tender website: <https://hsc.ewizard.in>

SPECIAL CONDITIONS OF CONTRACT

1. The Contractor shall not have exclusive possession of the Site but shall have to liaise and co - ordinate with all other Contractors and allottees / occupants carrying out works on or in the vicinity of the Site and shall afford all reasonable opportunity and assistance to other Contractors to carry out their Works with minimum mutual interference or disruption.
2. The location of hostel is within residential area. Necessary care should be taken to avoid disturbance to the residences in the vicinity.
3. The bidder to arrange issuance of structural safety certificate for the building.
4. The Contractor shall make all necessary arrangements to meet National Green Tribunal directions to control air pollution, e.g. No burning of plastic; No hot bitumen mixing on the road side; No construction waste are transported without proper cover and precaution; No construction material or debris on metaled road, carrying construction material like cement, sand and other allied material shall be fully covered etc.
5. If the performance of any Contractor is likely to interfere with the simultaneous execution of another Contract, the Engineer / Consultants shall decide which Work(s) shall take precedence, and there shall be no claim whatsoever for any delay disruption of work or cost arising out of the Engineer/Consultant's decision.
6. The Contractor shall carry out the work in Sections as directed by the Engineer/Consultant, if required, and hand over to other Contractor in stages for carrying out their Works.
7. No disturbing works will be carried out on Sunday and Govt. holidays as per rules of Asiad Village Complex RWA.
8. R/A bills for the works executed may be paid to Contractor on his request after completion of work amounting to not less than Rs.20.00 lakh (Rs. Twenty lakh only) or at the discretion of Executive Director (HSC). All running payments shall be regarded as payment by way of advance against final payment only and not as payment for the work completed till the date of final payment. The running payment made shall not preclude the liability of the Contractor to finally complete the work strictly in accordance with the specifications and drawings, if required by re-constructing defective/faulty work.
9. The Contractor shall be deemed to have allowed in his bid/tender all costs arising from above clauses and shall not be entitled to any payment in respect of such causes.

10. The Contractor shall receive calls for any and all problems, experienced in the operation of the system under this contract, attend to these within 8 hours of receiving the complaints and shall take steps to immediately correct any deficiencies that may exist.
11. The Contractor shall be responsible for securing his own materials and equipment at site. Before any demolition work is commenced and also during the process of the work:
 - (i) All the roads and open areas adjacent to the Work site shall be closed or suitably protected, as directed by engineer-in charge.
 - (ii) No electrical cable or apparatus which is liable to be a source of danger to an operator/user of the complex shall remain electrically charged.
 - (iii) All steps shall be taken to prevent danger to persons employed and residents of the area from risk of fire or explosion or flooding. No floor, roof, or other parts of a building shall be so overloaded with debris or materials, as to render it unsafe.
12. Unless specified otherwise, no extra payment in any form, whatsoever shall be admitted over and above the agreement rate for scope of agreement items and the rates shall be inclusive of all applicable taxes, GST, other duties, cess, levies, octroi, contract labour welfare cess, service tax etc.,
13. All sundry equipment, fittings, unit assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections, cable glands, junction boxes and all other items which are useful and necessary for efficient assembly and installation of equipment and components of the work shall be deemed to have been included in the tender, irrespective of the fact whether such items are specifically mentioned in the tender documents or not.
14. The Bidder shall guarantee among other things, the following:
 - (i) Quality (Compliance with applicable standards), strength and performance of the materials used.
 - (ii) Safe mechanical and electrical stress on all parts under all specified conditions of operation.
15. The Contractor shall provide to HSC, the Bar/PERT chart for completion of work (Submission of preliminary drawing, technical literatures and information various load calculations, inspection of equipment, dispatch schedule, installation, testing and commissioning, obtaining approval of statutory bodies, documentation, and handing over) in co- relation with other building works.
16. Manufacturer's drawings, catalogues, pamphlets and other documents submitted for approval shall be in three sets. Each item in set shall be properly labelled, indicating the specific service for which material or equipment is to be used, giving reference to the governing section and clause number and

clearly identifying in ink the items and the operating characteristics. Data of general nature shall not be accepted.

17. The work shall comprise of entire labour including supervision and all materials necessary to make to complete installation and such tests and adjustments and commissioning as may be required by HSC. The term complete installation shall not only include major items of the plant and equipment covered by specification but all incidental sundry components /charts whether or not those have been mentioned in details in the tender documents in connection with this contract.
18. **Comprehensive Maintenance (Routine & Preventive) for defect liability period i.e one year** from date of completion and handing over.
19. Responsibility to ensure safety of all materials against pilferage and damage till the installation in handed over to the consignee.
20. All scaffolding as may be necessary for the work shall be provided by the Contractor.
21. Temporary barricades with cautions boards at each landing to prevent accident during execution of the work.
22. Copies of all documents of routine, acceptance and type test certificates of the equipment(s), carried out at the manufacture's premises shall be furnished to HSC.
23. All testing & commissioning shall be carried out in presence of Engineer / Consultant or his authorized representatives.
24. All the material to be used in the work should be of good quality & as specified in **CPWD Hand Book on Repairs and Rehabilitation of RCC Buildings** and will be got approved from HSC / Engineer / Consultant before usage in work. The sample of the item shall be submitted in advance to HSC and got approved before dispatch to the site of work
25. Sufficient trained and experience staff shall be made available to meet any exigency of work during the guarantee period of one year from the handing over the works.
26. All materials and workmanship shall be subject to inspection, examination, and test by HSC / Consultant at any and all times during construction. The Contractor shall furnish promptly without additional cost to HSC / Consultant, convenient inspection and test that may be required by HSC / Consultant, and any person authorized by him, shall at all reasonable times have access to the Site.
27. If the Contractor fails to proceed at once with the replacement of rejected materials and or replace such materials and/or correct such workmanship,

HSC/Consultants may proceed to do the same and charge the cost thereof to the Contractor, or may terminate the right of the Contractor to proceed further with the work.

28. If HSC/Consultant so requests, the test of rejected materials or items of work shall be made or repeated under the same terms and conditions. All costs incurred by HSC by the repetition of the tests shall, after due consultation with the Contractor, be determined by HSC/Consultants and shall be recoverable from the Contractor by HSC / Consultants and may be deducted from any monies due or to become due to the Contractor and HSC / Consultants shall notify the Contractor accordingly.
29. No part of the work shall be covered up or put out of view without the approval of HSC / Consultants and the Contractor shall afford full opportunity for HSC / Consultants to examine and measure any such part of Works which is about to be covered up or put out of view. The Contractor shall give notice to HSC / Consultants, whenever any such part of work is or are ready or about to be ready for examination and HSC / Consultants shall unless he considers it unnecessary and advise the Contractor accordingly, attend for the purpose of examining and measuring such part of the Works.
30. If at any time before the whole of the Works have reached practical completion, HSC / Consultants with intimation to the Contractor may take possession of, and use any part of the same (any such part being hereinafter in this Condition referred to as “the relevant part”), notwithstanding anything expressed or implied elsewhere in this Contract.
31. Guidelines issued by MHA, MoHFW and /or Govt. Of NCT of Delhi in context of COVID-19 must be strictly followed at work place (site) by the contractor at his own cost and entire work shall be allowed to be undertaken following all protective measures.

Letter of Bid

(On BIDDER's letter head)

From:

Date:

Telephone Number-----

E-mail ID

To

Executive Director
HABITAT SERVICES CENTRE
HUDCO Place, Andrews Ganj,
August Kranti Marg,
New Delhi-110049.

Sub: Renovation / Upgradation of HSMI Hostel at Malwa Singh Block, AGVC, Khel Gaon, New Delhi (S.H: Civil and electrical works)

Sir,

Pursuant to the notice inviting tender on the subject above, issued by Executive Director, Habitat Services Centre, we hereby submit our Offer for being appointed as the Contractors to HSC for carrying out the above-mentioned assignment, we have thoroughly read and understood the NIT. Submission of Offer will not devolve any right on us to be considered for selection.

We agree to keep this Offer of ours open for acceptance by HSC up to 75 days after opening of technical bid and agree not to revoke our Offer at any time during such period.

As required, amount of Rs 3540.00 incl applicable GST towards cost of tender documents and **Rs 2.24 lacs** towards EMD has been deposited with HSC account through e-mode and receipt thereof is furnished in **Envelope No.1**, as evidence of deposit of the same.

Yours faithfully,
(Name & designation of the person signing with office seal)

Particulars of the BIDDER

(On BIDDER's letter head)

- 1 Name of The Firm:
- 2 Registered Office:
- 3 Executing Office:
- 4 Registration No./Incorporation of The Company
(Document to Be Attached):
- 5 Pan No. (Document to Be Attached):
- 6 GST Registration no. of Delhi. (Document to Be
Attached)
- 7 Constitution of Contractor FIRM/ Legal Status:
- 8 Registration with Govt. Departments/PSUs/ Govt. FIs/
Autonomous Bodies:
- 9 EPF Certification & ESI Registration (Document to be
Attached alongwith ECR for the month of April'2024
and May'2024)
- 10 Main Business Activities:
- 11 Details of Main Branches in India
- 12 Details of Authorized Contact Persons
Name:
Designation: Contact
Tel.: Mobile No.:
Fax No.:
Email Address: Postal
Address:

(Signature of Authorized Signatory)

Form- C

AGREEMENT

This AGREEMENT is made and entered into this ____ day of ____ Two Thousand Twenty Four between Executive Director, Habitat Services Centre, HUDCO Place, Andrews Ganj, August Kranti Marg, New Delhi-110049 on behalf of HSC (which expression shall, unless excluded by or repugnant to the context or the meaning thereof, be deemed to include its successors and assigns) of ONE PART.

AND

M/s. (Name of Firm)_____having their registered office and principal place of business at_____herein after referred to as the "Contractor" (which expression shall unless excluded by or repugnant to the context or the meaning thereof, be deemed to include its successors and assigns) of the OTHER PART.

WITNESSETH THAT

WHEREAS, the HSC invited the Contractor to submit tender
.....

AND

WHEREAS, the CONTRACTOR submitted his tender(s) to HSC for execution of the work in accordance with the tender documents including technical specifications, schedule of quantities/items and tender drawings vide his letters

AND

WHEREAS, HSC has accepted the tender submitted by the Contractor for the execution of the aforesaid work with reference to letter No. _____

AND WHEREAS, the Contractor has agreed to execute the aforesaid work on the terms and conditions as stated in tender documents, general and special conditions of contract and has

also agreed to submit to the HSC initial security deposit required to be paid on the date of signing of the agreement, in accordance with the Tender (part & parcel of the present agreement, as attached herewith).

NOW, THEREFORE, in consideration of the foregoing promises and mutual covenants herein contained, the parties hereby agree to fulfil the obligations stated in the tender documents along-with Contractor's offer.

IN WITNESS

WHEREOF HSC has set his hand for & on behalf of Client.

AND

Sh. _____ duly authorized representative of the Contractor for and on behalf of M/s. _____

has affixed his signature and the seal of the said company in accordance with Articles of Association.

Signed and delivered by

Signed and delivered by

()

()

For and on behalf of HSC

For and on behalf of M/s

Accepting Officer

Authorized representative

WITNESS

1.

1.

2.

2.

ACCEPTANCE OF TENDER CONDITIONS

(On BIDDER's letter head)

We have carefully gone through the various terms and conditions as listed / described above for the work of“..... ” We agree to all these conditions. We are making this offer after carefully reading the conditions and understanding the same in the context of the stipulated work required to be carried out, without any kind of pressure or influence from any source whatsoever. We have acquainted ourselves with the tasks required to be carried out, before making this offer. We hereby sign this undertaking in token of our acceptance of various terms and conditions listed above.

Name & signature of Contractor:

Address

Seal

Phone No. (O) :

(M):

e-mail address:

Place :

Dated :

FORM E

List of completed works during last seven years.

(On BIDDER's letter head)

Sl. No	Details of the works executed	Value of the work	Date of Commencement/ Completion

The certificate from the client for works completed shall be enclosed.

Signature of the

Contractor with Seal

UNDERTAKING FOR CORRECTNESS OF DOCUMENTS: AFFIDAVIT

To be submitted by bidder on non-judicial stamp paper of Rs. 100/ (Rupees One Hundred only or as applicable), duly attested by Notary Public - to be placed & submitted in Envelope-1, Affidavit of Mr.....S/o R/o.....
.....I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s.....
Having its Head Office/Regd. Office at
2. That the information/documents/Experience certificates submitted by M/s..... along with the tender for (*Name of work*) To HSC are genuine and true and nothing has been concealed.
3. I shall have no objection in case HSC verifies them from issuing authority(ies). I shall also have no objection in providing the original copy of the document(s), in-case HSC demands so for verification.
4. I hereby confirm that in case, any document, information &/ or certificates submitted by me found to be incorrect / false / fabricated, HSC at its discretion may disqualify / reject / terminate the bid/contract and also forfeit all dues/ suspend from taking part in tenders issued by HSC.
5. I hereby confirm that our firm /company is not blacklisted/ barred /banned from tendering by by any Govt. Department/PSU/Nationalized bank/Corporate Sector. If this information is found incorrect, HSC at its discretion may disqualify / reject / terminate the bid/contract.

I,, the Proprietor / Authorized signatory of M/s.....
do hereby confirm that the contents of the above Affidavit are true to my knowledge and as per records and nothing material has been concealed there from and that no part of it is false.

DEPONENT

Verified atthis.....day of

DEPONENT

PROFORMA FOR INTEGRITY PACT

FORM –G

PRE CONTRACT INTEGRITY PACT

GENERAL :

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ---- day of the month of ----- **2024**, between M/s Habitat Services Centre, HUDCO Place, Andrews ganj, New Delhi-110003, acting through Executive Director (HSC) or authorised officer, hereinafter called the “The Employer ”, which expression shall mean and include, unless the context otherwise required, his successors in office and assigns) of the First Part and M/s. ----- represented by Shri -----, (hereinafter called the Bidder, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the Employer proposes to get executed the work for “Renovation / Upgradation of HSMI Hostel at Malwa Singh Block, AGVC, Khel Gaon, New Delhi (S.H: Civil and electrical works)”

WHEREAS the “ Bidder -----is a private company/public company/----- constituted in accordance with the relevant law in the matter.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the Employer to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling Bidder to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Employer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows :

1. **Commitments of the Employer :**

- 1.1 The Employer undertakes that no official of the Employer , connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder , either for themselves or for any person, organization or third party related to the contract in exchange for any advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The Employer will, during the pre-contract stage, treat all the Bidders alike, and will provide to all Bidders the same information and will not provide any such information to

any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

- 1.3 All the officials of the Employer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

2. **Commitments of Bidders :**

The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

- 2.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.2 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EMPLOYER or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 2.3 Bidder shall disclose the name and address of agents and representatives and Indian Bidder shall disclose their foreign principals or associates.
- 2.4 Bidder shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.5 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 2.6 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.7 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.8 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.10 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.11 If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender.

The terms 'relative' for this purpose would be as defined in Section 2(7.7) of the Companies Act, 2013.

- 2.12 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Employer.

3. **Previous Transgression:**

- 3.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders exclusion from the tender process.
- 3.2 The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. **Sanctions for Violations**

- 4.1 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the Employer to take all or any one of the following actions, wherever required.
 - (i) To immediately call off the pre-contract negotiations without assigning any reasons or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.

- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) , as per the Terms of Tender Document and Main Agreement/Contract, respectively, shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (iv) To recover all sums already paid by the Employer and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India. If any outstanding payment is due to the Bidder from the Employer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Employer , along with interest.
- (vi) To cancel all or any other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- (vii) To debar the Bidder from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the Employer .
- (viii) To recover all sums paid in violation of this Pact by Bidders to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.2 The Employer will be entitled to take all or any of the actions mentioned at para 4.1(i) to (x) of this Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5. The decision of the Employer to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the independent Monitor(s) appointed for the purposes of this Pact.

6. **Fall Clause :**

6.1 The Bidders undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the Bidder to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the

difference in the cost would be refunded by the Bidder to the Employer, if the contract has already been concluded.

7. **Independent Monitors :**

- 7.1 The Employer shall/may appoint independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and addresses of the Monitors shall be given).
- 7.2 The task of the Monitors shall to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the Employer.
- 7.6 The Bidders accepts that the Monitor has the right to access without restriction to all project documentation of the Employer including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Subcontractor(s) with confidentially.
- 7.7 The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of Employer within 8 to 10 weeks from the date of reference or intimation to him by the Employer /bidder and, should the occasion arise, submit proposals for correcting problematic situations.

8. **Facilitation of Investigation :**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Employer or its agencies shall be entitled to examine all the documents including the Books of accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. **Law and Place of Jurisdiction:**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of Employer.

10. **Other Legal Actions :**

The actions stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. **Validity :**

11.1 The validity of this integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the Employer and the Bidder , including warranty period, whichever is later, in case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. **The parties hereby sign this Integrity Pact at ----- on -----**

EMPLOYER :

Name of the Officer :

Designation

Deptt. / Ministry / PSU

BIDDER :

Chief Executive Officer

Witness :

Witness :

1. _____

1. _____

2. _____

2. _____

- Provisions of these clauses would need to be amended / deleted in line with the policy of the EMPLOYER in regard to involvement of Indian agents of foreign supplier.

PROFORMA FOR PERFORMANCE BANK GUARANTEE

PERFORMANCE BANK GUARANTEE TO BE ISSUED FROM SCHEDULED COMMERCIAL BANK

Note: The Successful Bidder is advised to take up with their Bank to send the duly executed Performance Bank Guarantee directly to HSC Office under Speed Post/Registered A.D/ By Hand. The issuing Bank should also enclose with the Bank Guarantee a written confirmation to the effect that the guarantee has been duly executed. The confirmation should be supported by the copy of Power of Attorney etc. in favour of the Bank Official(s) executing the Bank Guarantee. Further, the issuing branch should also confirm that it has obtained the approval of competent authority for furnishing the guarantee to HSC. Bank be insisted upon to send/endorse a copy of written confirmation as aforesaid to the Bank's Head Office.

)on Non-judicial stamp paper of requisite value in concerned State(

Performance Bank Guarantee No.

Registered Office

(HABITAT SERVICES CENTRE)

PROFORMA OF BANK GUARANTEE)PERFORMANCE(

Registered Office

HABITAT SERVICES CENTRE,

HUDCO Place, Andrews Ganj,

New Delhi-110049.

)Address as mentioned in Notice Inviting Tender(

Whereas the HABITAT SERVICES CENTRE)hereinafter called HSC which expression shall include its successors and assigns(having awarded a workorder/contract/supply order No. dated.....)herein after called the contract(to M/s.....)herein after called the

contractor/ supplier(at a contract price of Rs.....subject to the terms and conditions contained In the contract.

WHEREAS, the terms and conditions of the contract require the contractor to furnish a bank guarantee of Rs.....)Rupees.....(being 3% of the total value of the contract for proper execution and due fulfilment of the terms and conditions contained in the contract.

We, the Bank,)herein after called the “Bank”(do hereby unconditionally and irrevocably undertake to pay to HSC immediately on demand in writing and without protest/ or demurrals moneys payable by the contractor/ supplier to HSC in connection with the execution/supply of the performance of the works/equipment, inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by HSC by reason of any breach by the contractor/ supplier of any of the terms and conditions contained in the contract as specified in the notice of demand made by HSC to the bank. Any such demand made by HSC on the bank shall be conclusive evidence of the amount due and payable by the bank under this guarantee. However, the Bank’s liability under this guarantee shall be limited to Rs.....in the aggregate and the bank hereby agrees to the following terms and conditions:

-

)i(This guarantee shall be continuing guarantee and irrevocable for all claims of HSC as specified above and shall be valid during the period specified for the performance of the contract including the period of maintenance/ warranty i.e upto.....

)ii(We, the said bank further agree with HSC that HSC shall have the fullest liberty, without our consent and without affecting in any manner our obligations and liabilities here under to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by HSC against the contractor/ supplier under the contract and for bear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the contractor or for any for bearance, act or omission on the part of HSC or any indulgence by HSC to the contractor or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

)iii(This guarantee/ undertaking shall be in addition to any other guarantee or security whatsoever HSC may now or at any time have in relation to the performance of the works/ equipment and the company shall have full re-course to or enforce this security in preference to any other security or guarantee which HSC may have or obtained and there shall be no for bearance on the part of HSC in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its full liability. It shall not be necessary for HSC to proceed against the said contractor/ supplier before proceeding against the Bank.

)iv(This guarantee / undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier / contractor, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to HSC in terms thereof are paid by the Bank.

The Bank here by waives all rights at any time in consistent with the terms of this Guarantee and the obligations of the bank in terms here of ,shall not be otherwise affected or suspended

by reasons of any dispute or disputes having been raised by the supplier/contractor)whether or not pending be for any Arbitrator, Tribunal or Court(or any denial of liability by the supplier/contract or stopping or prevent in or purporting to stop or prevent any payment by the Bank to HSC in terms hereof.

We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of HSC in writing. Unless acclain is made in writing in ----- days after the date of expiry of this guarantee i.e.....we shall be relieved from all liabilities under this guarantee thereafter.

Signed this.....day of.....at.....

For and on behalf of Bank

WITNESS.

1. -----

2 -----

ANNEXURE- I

List of Approved Makes/ Manufacturers of Materials for the work – “Renovation / Upgradation of HSMI Hostel at Malwa Singh Block, AGVC, Khel Gaon, New Delhi (S.H: Civil and electrical works)”

Sr. No.	Name of item	Specification/Make/Model
A. Civil Works		
1.	Door Closer	Everite, Prabhat, Doorking, Hardwyn
2.	PVC Fittings & Fixtures	Prayag Polymers, as approved by GAIL/Consultant
3.	Waterproofing Compound	CICO, GREENSCORO POLYCHEM PVT. LTD.
4.	Paint	Asian Paints, J&N, Dulux , Nerolac (Premium Quality)
5.	Synthetic Enamel Paint	Asian, Nerolac, J&N (Premium Quality)
6.	Plastic Emulsion Paint	Nerolac, J&N (Premium Quality)
7.	G.I. Pipes (B Class)	Tata, Jindal
8.	G.I. Fittings	Unik, Swastik, Zoloto
9.	Commercial Block Board, Commercial Ply, Ply Board	Green, Mayur, Century, Duro
10.	Factory Made Flush Door	Green, Mayur, Dura
11.	Laminates	Merino, Century, Sunmica
12.	Glass Sheet	Sand Gobain, Modi
13.	Float Glass	Sand Gobain, Modi Guard
14.	Stainless Steel	Jindal, Tata , SAIL, VIZAG
15.	Vitrified Tiles (Double Charged)	NITCO, Kajaria, Somany
16.	Cement (OPC)	Ambuja, ACC, Vikram, Birla, Ultra Tech, Binani, Shree
17.	Teak Wood	C.P. Teak Wood
18.	UPVC Door/Window	LG, Fenesta, Spectrum
19.	Aluminium	Jindal, Hindalco
20.	White Cement	J.K., Birla
21.	Sanitary ware	Parryware, Hindware, Cera
22.	S.S. Kitchen Sink	Salem Steel Neenkanth, Jayna, Hindware (Salem Steel)
23.	Mortice Latch and lock	Godrej, Harrison, LINK
24.	Cylinder Lock	Godrej, Harrison, LINK
25.	TOR Steel	Rathi, TATA, SAIL
26.	Hardware	Jolly, Godrej , Kaff, Hettich
27.	Pipe & Fittings	RIF, SCI
28.	Toilet Accessories	Jaquar, Hindware, Kohler,
B. Electrical Works		
1	MCB Distribution Boards	Mitsubishi/ Legrand/ Schneider electric / ABB / L& T
2	Modular Switches, Sockets, Plugs, etc.	Schneider/ Legrand/ MK / North-West (white plate type / models approved by client)
3	PVC Insulated Fire proof , Copper Wire 1.1 KV Grade	Havells, Finolex, Polycab, KEI

NOTE : THE SELECTION OUT OF THE ABOVE MENTIONED SPECIFICATION WILL BE DECIDED BY HSC.

ANNEXURE II**B.O.Q**

Name of the Work: Renovation / Upgradation of HSMI Hostel at Malwa Singh Block, AGVC, Khel Gaon, New Delhi (S.H: Civil and electrical works)

S.No.	Ref to DSR-2023/ MR	Description	Unit	Quantity	Rate	Amount
	I	Dismantling & Demolishing				
1		Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead :				-
	15.13.1	Of area 3 sq. metres and below	each	169.00	367.20	62,056.80
	15.13.2	Of area beyond 3 sq. metres	each	20.00	188.90	3,778.00
2	15.56	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	sqm	20.00	54.65	1,093.00
3		Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 metres lead.				-
	15.23.1	For thickness of tiles 10 mm to 25 mm	sqm	350.00	73.40	25,690.00
4		Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge.				-
	15.7.4	In cement mortar	cum	2.00	2060.20	4,120.40
5	15.19	Dismantling steel work manually/ by mechanical means in built up sections without dismembering and stacking within 50 metres lead as per direction of Engineer-in-charge.	cum	1000.00	3.85	3,850.00
6	1.1.18	Disposal of moorum/building rubbish/ malba/ similar unserviceable, dismantled or waste material by mechanical transport including loading, transporting, unloading to approved municipal dumping ground for lead upto 10 km for all lifts, complete as per directions of Engineer-in-charge.	cum	150.00	494.10	74,115.00
	II	Repair & Retrofitting Work				-
7	24.2	Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to seven story height made with 40 mm dia M.S. tube 1.5 m centre to centre, horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube challies, M.S. clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it there after. The scaffolding system shall be stiffened with bracings, runners, connection with the building etc wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineer-in-charge. The elevational area of the scaffolding shall be measured for payment purpose. The payment will be made once irrespective of duration of scaffolding.	sqm	500.00	338.25	1,69,125.00

8		Chipping of unsound/weak concrete material from slabs, beams, columns etc. with manual Chisel and/ or by standard power driven percussion type or of approved make including tapering of all edges, making square shoulders of cavities including cleaning the exposed concrete surface and reinforcement with wire brushes etc. and disposal of debris for all lead and lifts all complete as per direction of Engineer-In-Charge				-
	26.28.3	25 mm average thickness	sqm	400.00	126.75	50,700.00
9		Cleaning of reinforcement from rust from the reinforcing bars to give it a total rust free steel surface by using alkaline chemical rust remover of approved make with paint brush and removing loose particles after 24 hours of its application with wire brush and thoroughly washing with water and allowing it to dry, all complete as per direction of Engineer-In-Charge.				-
	26.29.1	Bars upto 12 mm diameter	RM	400.00	8.25	3,300.00
10		Providing, mixing and applying bonding coat of approved adhesive on chipped portion of RCC as per specifications and direction of EngineerIn-charge complete in all respect.				-
	26.31.2	Epoxy bonding adhesive having coverage 2.20 sqm/kg of approved make	sqm	400.00	285.20	1,14,080.00
11		Providing, mixing and applying SBR polymer (of approved make) modified Cement mortar in proportion of 1:4 (1 cement: 4 graded coarse sand with polymer minimum 2% by wt. of cement used) as per specifications and directions of Engineer-in-charge. Note: Measurement and payment: The pre-measurement of thickness shall be done just after the surface preparation is completed and Payment under this item shall be made only after proper wet curing has been done and surface has been satisfactorily evaluated by sounding / tapping with a blunt metal instrument and/or the 75 mm size cube crushing strength at the end of 28 days to be not less than 30 N/Sqmm ²).				-
	26.32.3	50 mm average thickness in 3 layers	sqm	400.00	1174.70	4,69,880.00
12	26.30	Drilling suitable holes in reinforced or plain cement concrete with power driven drill machine to a minimum depth of 100 mm upto 200 mm in RCC beams, lintels, columns and slabs to introduce steel bars for sunshades/ balconies including fixing the steel bars in position using epoxy resin anchor grout of approved make but excluding the cost of reinforcement, all complete as per direction of Engineer-In-Charge				-
	26.30.1	Upto and including 12 mm dia.	each	2000.00	141.20	2,82,400.00
13	26.35	Providing and injecting approved grout in proportion recommended by the manufacturer into cracks / honey - comb area of concrete/masonry by suitable gun/pump at required pressure including cutting of nipples after curing etc. complete as per directions of Engineer-in-Charge. (The payment shall be made on the basis of actual weight of approved grout injected.)				-
	26.35.3	Epoxy injection grout in concrete/RCC work of approved make	kg	200.00	553.40	1,10,680.00

14		Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level.				-
	5.22A.6	Thermo-Mechanically Treated bars of grade Fe-500D or more	kg	2000.00	107.85	2,15,700.00
	III	Waterproofing				-
15		Providing gola 75x75 mm in cement concrete 1 :2:4 (1 cement : 2 coarse sand : 4 stone aggregate 10 mm and down gauge), including finishing with cement mortar 1 :3 (1 cement : 3 fine sand) as per standard design :				-
	12.21.1	In 75x75 mm deep chase	RM	210.00	305.15	64,081.50
16	22.7	Providing and laying integral cement based water proofing treatment including preparation of surface as required for treatment of roofs, balconies, terraces etc consisting of following operations:				-
		(a) Applying a slurry coat of neat cement using 2.75 kg/sqm of cement admixed with water proofing compound conforming to IS. 2645 and approved by Engineer-in-charge over the RCC slab including adjoining walls upto 300 mm height including cleaning the surface before treatment.				-
		(b) Laying brick bats with mortar using broken bricks/brick bats 25 mm to 115 mm size with 50% of cement mortar 1:5 (1 cement : 5 coarse sand) admixed with water proofing compound conforming to IS : 2645 and approved by Engineerin- charge over 20 mm thick layer of cement mortar of mix 1:5 (1 cement :5 coarse sand) admixed with water proofing compound conforming to IS : 2645 and approved by Engineerin- charge to required slope and treating similarly the adjoining walls upto 300 mm height including rounding of junctions of walls and slabs.				-
		(c) After two days of proper curing applying a second coat of cement slurry using 2.75 kg/ sqm of cement admixed with water proofing compound conforming to IS : 2645 and approved by Engineer-in-charge.				-
		(d) Finishing the surface with 20 mm thick jointless cement mortar of mix 1:4 (1 cement :4 coarse sand) admixed with water proofing compound conforming to IS : 2645 and approved by Engineer-in-charge including laying glass fibre cloth of approved quality in top layer of plaster and finally finishing the surface with trowel with neat cement slurry and making pattern of 300x300 mm square 3 mm deep.				-
		(e) The whole terrace so finished shall be flooded with water for a minimum period of two weeks for curing and for final test.“All above operations to be done in order and as directed and specified by the Engineer-in-Charge :				-
	22.7.1	With average thickness of 120 mm and minimum thickness at khurra as 65 mm.	sqm	400.00	1684.60	6,73,840.00
17		Providing and laying water proofing treatment to vertical and horizontal surfaces of depressed portions of W.C., kitchen and the like consisting of:				-
		(i) Ist course of applying cement slurry @ 4.4 kg/sqm mixed with water proofing compound conforming to IS : 2645 in recommended				-

		proportions including rounding off junction of vertical and horizontal surface.				
		(ii) IInd course of 20 mm cement plaster 1:3 (1 cement : 3 coarse sand) mixed with water proofing compound in recommended proportion including rounding off junction of vertical and horizontal surface.				-
		(iii) IIIrd course of applying blown or residual bitumen applied hot at 1.7 kg. per sqm of area.				-
	22.3	(iv) IVth course of 400 micron thick PVC sheet. (Overlaps at joints of PVC sheet should be 100 mm wide and pasted to each other with bitumen @ 1.7 kg/sqm)	sqm	40.00	769.60	30,784.00
18	12.22	Making khurras 45x45 cm with average minimum thickness of 5 cm cement concrete 1 :2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate of 20 mm nominal size) over P.V.C. sheet 1 m x1 m x 400 micron, finished with 12 mm cement plaster 1 :3 (1 cement : 3 coarse sand) and a coat of neat cement, rounding the edges and making and finishing the outlet complete.	each	24.00	298.25	7,158.00
	IV	RCC & Brick Work				-
19		Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :				-
	4.1.5	1 :3:6 (1 Cement : 3 coarse sand (zone-III) derived from natural sources : 6 graded stone aggregate 20 mm nominal size derived from natural sources)	cum	1.00	7294.70	7,294.70
20		Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level :				-
	5.1.2	1 :1.5:3 (1 cement : 1 .5 coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources)	cum	1.00	9045.75	9,045.75
21		Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in :				-
	6.4.1	Cement mortar 1 :4 (1 cement : 4 coarse sand)	cum	1.00	9344.35	9,344.35
22		Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level.				-
	6.13.2	Cement mortar 1 :4 (1 cement :4 coarse sand)	sqm	1.00	1123.80	1,123.80
23	13.11	18 mm cement plaster in two coats under layer 12 mm thick cement plaster 1:5 (1 cement : 5 coarse sand) finished with a top layer 6 mm thick cement plaster 1:6 (1 cement : 6 fine sand).	sqm	100.00	518.55	51,855.00
24		Diluting and injecting chemical emulsion for POST-CONSTRUCTIONAL anti-termite treatment (excluding the cost of chemical emulsion) :				-
		Treatment of existing masonry using chemical emulsion @ one litre per hole at 300 mm interval including drilling holes at 45 degree and plugging them with cement mortar 1 :2 (1 cement : 2 coarse sand) to the full depth of the hole :				-
	2.35.4	With Chlorpyrifos/Lindane E.C. 20% with 1 % concentration	RM	2000.00	43.00	86,000.00

25		Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq.meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground, all complete as per direction of Engineer-in-Charge				-
	14.1.2	With cement mortar 1:4 (1cement: 4 coarse sand)	sqm	40.00	560.50	22,420.00
26		12 mm cement plaster of mix :				-
26.1	13.1.1	1:4 (1 cement: 4 fine sand)	sqm	400.00	347.05	1,38,820.00
26.2	13.1.2	1:6 (1 cement: 4 fine sand)	sqm	50.00	333.35	16,667.50
	V	Paint, Polish & Finishing				-
27	13.26	Providing and applying plaster of paris putty of 2 mm thickness over plastered surface to prepare the surface even and smooth complete.	sqm	3000.00	262.70	7,88,100.00
28	13.80	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	sqm	3000.00	156.05	4,68,150.00
29		Finishing with Duluxe Multi surface paint system for interiors using Primer as per manufacturers specifications.				-
	13.48.1	Two or more coats applied on walls @1.25 ltr/ 10 sqm over and including one coat of special primer applied at 0.75 ltr/10 sqm	sqm	3000.00	193.70	5,81,100.00
30		Finishing walls with Acrylic smooth exterior paint of required shade				-
	13.46.1	New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm)	sqm	200.00	160.60	32,120.00
31		Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade :				-
	13.99.1	One or more coats on old work	sqm	50.00	102.80	5,140.00
32		Finishing walls with textured exterior paint of required shade :				-
	13.45.1	New work (Two or more coats applied @ 3.28 ltr/10 sqm) over and including priming coat of exterior primer applied @ 2.20kg/10 sqm	sqm	60.00	223.60	13,416.00
33		French spirit polishing :				-
	13.103.1	One or more coats on old work	sqm	260.00	224.80	58,448.00
34	13.72	Washed stone grit plaster on exterior walls height upto 10 metre above ground level, in two layers, under layer 12 mm cement plaster 1:4 (1 cement : 4 coarse sand), furrowing the under layer with scratching tool, applying cement slurry on the under layer @ 2 Kg of cement per square metre, top layer 15 mm cement plaster 1:1/ 2:2 (1 cement: 1/2 coarse sand : 2 stone chipping 10 mm nominal size), in panels with groove all around as per approved pattern, including scrubbing and washing the top layer with brushes and water to expose the stone chippings ,complete as per specification and direction of Engineer-in-charge (payment for providing grooves shall be made separately).	sqm	50.00	1162.25	58,112.50
35	13.74	Extra for washed grit plaster on exterior walls of height more than 10 m from ground level for every additional height of 3 m or part thereof.	sqm	50.00	165.85	8,292.50

36		Providing & Applying weather proof sealant on outer joints of approved make confirming to IS & directed by Engineer-in-charge.				-
	26.78.1	Sealant 25 mm x10 mm at joints	RM	5000.00	178.95	8,94,750.00
	VI	MS & SS work				-
37		Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required.				
	10.25.2	In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works	kg	200	172.6	34,520.00
38	10.2	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	kg	300	133.7	40,110.00
39		Providing and fixing carbon steel galvanised (minimum coating 5 micron) dash fastener of 10 mm dia double threaded 6.8 grade (yield strength 480 N/mm ²), counter sunk head, comprising of 10 mm dia polyamide PA 6 grade sleeve, including drilling of hole in frame • concrete/ masonry, etc. as per direction of Engineer-in-charge.				-
	10.27.2	10 x 80 mm	each	100	137.65	13,765.00
	VII	Tile & Stone Work				-
40		Providing and fixing 18 mm thick gang saw cut, mirror polished, premoulded and prepolished, machine cut for kitchen platform, vanity counters, window sills, facias and similar locations of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1 :4 (1 cement : 4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing of edges to give high gloss finish etc. complete at all levels.				-
		Granite stone slab of colour black, Cherry/Ruby red				-
40.1	8.2.2.1	Area of slab upto 0.50 sqm	sqm	100.00	5413.50	5,41,350.00
40.2	8.2.2.2	Area of slab over 0.50 sqm	sqm	65.00	5136.30	3,33,859.50
41	8.4	Extra for fixing marble /granite stone, over and above corresponding basic item, in facia and drops of width upto 150 mm with epoxy resin based adhesive, including cleaning etc. complete.	RM	165.00	568.55	93,810.75
42		Providing and fixing expansion hold fasteners on C.C. /R.C.C./Brick masonry surface backing including drilling necessary holes and the cost of bolt etc complete.				-
		Wedge expansion type				-
	8.8.1.2	Fastener with threaded dia 10 mm	each	100.00	40.00	4,000.00
43		Providing and laying Vitriified tiles in floor in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to 15:15622, of approved brand & manufacturer, in all colours and shade, laid on 20 mm thick cement mortar 1 :4 (1 cement: 4 coarse sand) jointing with grey cement slurry @3.3 kg/sqm including grouting the joints with white cement and matching pigments etc. The tiles must be cut with the zero chipping diamond cutter only . Laying of tiles will be done with the notch trowel, plier, wedge,				-

		clips of required thickness, leveling system and rubber mallet for placing the tiles gently and easily.				
		Glazed vitrified floor tiles polished finish of size				-
	11.41A.2.1	Size of Tile 600 x 600 mm	sqm	50.00	1502.75	75,137.50
44	8.31	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS: 1 5622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1 :3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete.	sqm	50.00	1267.95	63,397.50
45		Stone work, plain in copings, cornices, string courses and plinth courses, upto 75 mm thick in Cement mortar 1 :6 (1 cement : 6 coarse sand), including pointing with white cement mortar 1 :2 (1 white cement : 2 stone dust) with an admixture of pigment matching the stone shade.				
	7.32.1	Red sand stone	cum	0.50	93741.10	46,870.55
	VIII	Wood Work & UPVC				-
46		Providing and fixing ISi marked flush door shutters conforming to IS : 2202 (Part I) decorative type, core of block board construction with frame of 1st class hard wood and well matched teak 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters.				-
	9.20.1	35 mm thick including ISi marked Stainless Steel butt hinges with necessary screws	sqm	20.00	3473.85	69,477.00
47	9.23	Extra for providing lipping with 2nd class teak wood battens 25 mm minimum depth on all edges of flush door shutters (over all area of door shutter to be measured).	sqm	20.00	462.35	9,247.00
48	9.82	Providing and fixing bright finished brass hanging type floor door stopper with necessary screws, etc. complete	each	10.00	121.65	1,216.50
49	9.103	Providing and fixing bright finished brass 100 mm mortice latch and lock, ISi marked, with six levers and a pair of anodised (anodic coating not less than grade AC 10 as per IS : 1868) aluminium lever handles of approved quality with necessary screws etc. complete.	each	20.00	868.95	17,379.00
50		Providing and fixing bright finished brass tower bolts (barrel type) with necessary screws etc. complete :				-
	9.74.3	150x10 mm	each	20.00	287.25	5,745.00
51	9.40	Providing and fixing wooden moulded beading to door and window frames with iron screws, plugs and priming coat on unexposed surface etc. complete :				-
		2nd class teak wood				-
	9.40.1.2	50 x 20 mm	RM	20.00	271.75	5,435.00
52	9.147A	Providing and fixing factory made uPVC glazed/wire mesh windows/ doors comprising of lead free uPVC multi-chambered frame, sash and mullion/coupler (where ever required) extruded profiles having minimum wall thickness of 1.70 mm for Series R1 and R2 profiles and 2.10 mm for Series				-

		R3 and R4 profiles conforming to EN: 12608 in any shape, colour and design duly reinforced with galvanized mild steel section made of required shape & size as per CPWD Specification, uPVC extruded glazing beads, interlocks and Inline sash adaptor (where ever required) of appropriate dimension, EPDM gasket, hardware, SS 304 grade fasteners of minimum 8 mm dia with countersunk head, comprising of matching polyamide PA6 grade sleeve for fixing frame to finished wall as per IS 1367 : Part 1 to 14, plastic packers, plastic caps and necessary stainless steel screws etc. Profile of frame, sash & mullion (if required) shall be mitred cut and fusion welded/mechanically jointed duly sealed at all comers, including drilling of holes for fixing hardware and drainage of water etc. After fixing frame the gap between frame and adjacent finished wall shall be filled with weather proof silicon sealant over backer rod of approved size and quality, all complete as per approved drawing conforning to CPWD specification & direction of Engineer-in-Charge. Section of steel reinforcement and cross sections of uPVC profiles to be as per design approved by Engineer-in-Charge.				
		Wire mesh /Glazing of plain/ toughened/ laminated/ double glass unit with I without high perfonnance coatings as per design requirements and conforning to IS: 3548 & IS: 16231 shall be paid separately.				-
		Fixed window I ventilator with mullion I transom.				-
	9.147.C2.3	Using R3 series with frame (55 mm & above) x (45 mm & above) & mullion (55 mm & above) x (65 mm & above). (Height upto 2.5 metre)	sqm	30.00	7827.75	2,34,832.50
		Ventilator Casement window single panel with or without fixed panel with S.S. 304 friction hinges as per size and weight of sash, single point locking zinc alloy (zamak) powder coated handles.				-
	9.147.D1.3	Using R3 series with frame (55 mm & above) x (45 mm & above) & sash /mullion (55 mm & above) x (65 mm & above). (Height above 1 .2 metre)	sqm	40.00	11919.85	4,76,794.00
		Casement cum fixed panel window having single casement panel at both ends & middle fixed panel with S.S 304 friction hinges as per size and weight of sash, multi-point locking system, zinc alloy (zamak) powder coated handles.				-
	9.147.E5.2	Using R3 series with frame (55 mm & above) x (45 mm & above) & sash (55 mm & above) x (65 mm & above) & mullion (55 mm & above) x (65 mm & above). (Height upto 1 .a metre; each openable shutter upto 0.8 m width)	sqm	40.00	10051.20	4,02,048.00
		Casement cum fixed panel window having one single casement panel & one fixed panel with S.S 304 friction hinges as per size and weight of sash, multi-point locking system, zinc alloy (zamak) powder coated handles.				-
	9.147.E4.2	Using R3 series with frame (55 mm & above) x (45 mm & above) & sash (55 mm & above) x (65 mm & above) & mullion (55 mm & above) x (65 mm & above). (Height upto 1 .8 metre; each openable shutter upto a.8m width)	sqm	80.00	9308.00	7,44,640.00
53		Providing and fixing to existing door frames.				-

	9.122.2	30 mm thick Fiberglass Reinforced Plastic (F. R.P.) flush door shutter in different plain and wood finish made with fire retardant grade unsaturated polyester resin, moulded to 3 mm thick FRP laminate all around, with suitable wooden blocks inside at required places for fixing of fittings and polyurethane foam (PUF)/Polystyrene foam to be used as filler material throughout the hollow panel, casted monolithically with testing parameters of F.R.P. laminate conforming to table - 3 of IS: 14856, complete as per direction of Engineer-in-charge.	sqm	10.00	4488.95	44,889.50
54		Providing and fixing panelling or panelling and glazing in panelled or panelled and glazed shutters for doors, windows and clerestory windows (Area of opening for panel inserts excluding portion inside grooves or rebates to be measured). Panelling for panelled or panelled and glazed shutters 25 mm to 40 mm thick.				-
		Float glass panes				-
	9.7.7.2	5.0 mm thick glass panes (weight not less than 12.50 kg/sqm).	sqm	150.00	2600.45	3,90,067.50
55		Providing and fixing magnetic catcher of approved quality in cupboard I ward robe shutters, including fixing with necessary screws etc. complete.				-
	9.114.2	Double strip (horizontal type)	each	40.00	39.70	1,588.00
56	9.168	Providing and fixing cupboard shutter with 19 mm thick one side decorative and other side balancing lamination factory pressed BWP grade marine ply as per IS 710 of approved brand including 2 mm thick PVC edge banding tape with hot glue by edge bending machine etc. with auto closing spring loaded hinges (hydraulic type) etc. complete as per direction of Engineer-in-charge. (Payment of providing and fixing auto closing hinges shall be paid separately)	sqm	40.00	2829.25	1,13,170.00
57	9.169	Providing and fixing 19 mm thick both side balancing lamination factory pressed BWP grade marine ply as per IS : 710 of approved brand boxes, shelves, racks, almirah, cupboard and drawer etc. including necessary nails.screws etc. complete as per direction of Engineer-in charge.	sqm	50.00	2593.15	1,29,657.50
58		Providing and fixing stainless steel fancy handle of approved make fixed with SS screws etc. complete as per direction of Engineer-in-charge.				-
	9.170.1	200mm	each	50.00	186.65	9,332.50
59	9.171	Providing and fixing stainless steel soft closing spring hinges at O degree hinges (hydraulic type) of approved make/brand to cupboard shutters with full threaded steel screws including making necessary recess in board and finished etc. complete as per direction of Engineer-in-charge.	each	130.00	272.00	35,360.00
60	9.172	Providing and fixing stainless steel soft closing heavy type telescopic drawer channels of approved make 500 mm long with screws etc. complete as per direction of Engineer- in-charge.	set	15.00	885.10	13,276.50
61	9.174	Providing and fixing 2 mm thick 16 to 19 mm wide PVC edge binding tape of approved quality for cupboard/wardrobe shutters including necessary synthetic resin hot pressed to edges on binding machine etc. complete as per direction of Engineer-in-charge.	RM	100.00	43.80	4,380.00

62	25.8	Design supply & installation of suspended Spider Glazing system designed to withstand the wind pressure as per IS 875 (Part-III). The Suspended System held with Spider Fittings of SS-316 Grade Steel of approved manufacturer with glass panel having 12 mm thick clear toughened glass held together with SS- 316 Grade Stainless steel Spider & bolt assembly with laminated glass fins 21 mm thick. The Glass fins and glass panel assembly shall be connected to Slab/beams by means of SS- 316 Grade stainless steel brackets & Anchor bolts and at the bottom using SS channel of 50x25x2 mm using fastener & anchor bolts, non staining weather sealants of approved make, Teflon/ nylon bushes and separators to prevent bi-metallic contacts, all complete to perform as per specification and approved drawings. The complete system to be designed to accommodate thermal expansion & seismic movements etc. The joints between glass panels (6 to 8 mm) and gaps at the perimeter & in U channel of the assembly to be filled with non staining weather sealant, so as to make the entire system fully water proof & dust proof.	sqm	25.00	9502.35	2,37,558.75
	IX	Water Supply & Drainage				-
63		Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings and fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge. Concealed work, including cutting chases and making good the walls etc.				-
	18.8.1	15 mm nominal dia Pipes	RM	50.00	497.80	24,890.00
64		Providing and fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion, (i) Single socketed pipes.				-
	12.41.2	110 mm diameter	RM	100.00	377.40	37,740.00
65		Providing and fixing on wall face unplasticised - PVC moulded fittings/ accessories for unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion.				-
		Coupler				-
65.1	12.42.1.2	110 mm diameter	each	10.00	136.15	1,361.50
		Single tee without door				-
65.2	12.42.4.2	110x110x110 mm	each	10.00	234.15	2,341.50
		Bend 87.5°				-
65.3	12.42.5.2	110 mm bend	each	10.00	150.35	1,503.50
66		Providing and fixing unplasticised -PVC pipe clips of approved design to unplasticised - PVC rain water pipes by means of 50x50x50 mm hard wood plugs, screwed with M.S. screws of required length, including cutting brick work and fixing in cement				-

		mortar 1 :4 (1 cement : 4 coarse sand) and making good the wall etc. complete.				
	12.43.2	110 mm	each	10.00	371.30	3,713.00
67	18.48	Providing and placing on terrace (at all floor levels) polyethylene water storage tank, IS : 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank.	Per litre	5000.00	11.00	55,000.00
	X	Market Rate				-
68	MR	Grouting the joints of flooring tiles (300 X 300 mm) having joints of 3 mm width, using epoxy grout mix of 0.70 kg of organic coated filler of desired shade (0.10 kg of hardener and 0.20 kg of resin per kg), including filling / grouting and finishing complete as per direction of Engineer-in- charge.	sqm	450.00	543.02	2,44,359.00
69		Dismantling brick coba on roofs laid in cement mortar including stacking material within 50 metres lead.				-
	MR	For thickness of brick coba upto 120 mm	cum	50.00	1100.00	55,000.00
70	MR	Providing and laying in required size dry aerated light weight material for filling in sunken portion compacting to required slope complete as per direction of engineer in charge.	cum	5.00	5903.50	29,517.50
71	MR	Providing and laying Heavy duty fully vitrified floor tiles of size 300x300mm (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS: 15622, of approved make, in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand), jointing with grey cement slurry @ 3.3 kg/sqm including grouting the joints with white cement and matching pigments etc., complete.	sqm	450.00	1245.90	5,60,655.00
72		Rebaring of new reinforcement bars for structural connections in RCC columns including power drilling holes of appropriate diameters in reinforced or plain cement concrete upto depth as per drawing or as specification or manufacturer, fixing the reinforcement in position using epoxy (Hilt RE-500/Wurth PE-500/Mapefix VE SF) at all height and level. (Rate shall include cost of labour, T & P for power drilling in concrete, epoxy catridges, plastic nozzle etc. Complete including cleaning the drilled holes and loose dust by blowing air and excluding the cost of reinforcement.(for 20mm dia bar)				-
	MR	8mm(Shear Connector) 100mm depth	each	200.00	130.00	26,000.00
73	MR	Providing and laying single component, shrinkage compensated micro-concrete of Mapefil 06/05 of Mapei or its Equivalent make after fixing the formwork as per requirement. The micro concrete shall be mixed strictly following the w/p ratio mentioned in the datasheets. The mixed micro concrete shall be poured into the formwork from one side of the formwork shile gently tapping the sides of the formwork. The mixed material shall be placed into the formwork within 20 minutes from the time of application. While pouring the column concrete to cover the beam column junctions, connecting slab at the location shall be broken to an area as	cum	3.00	57230.00	1,71,690.00

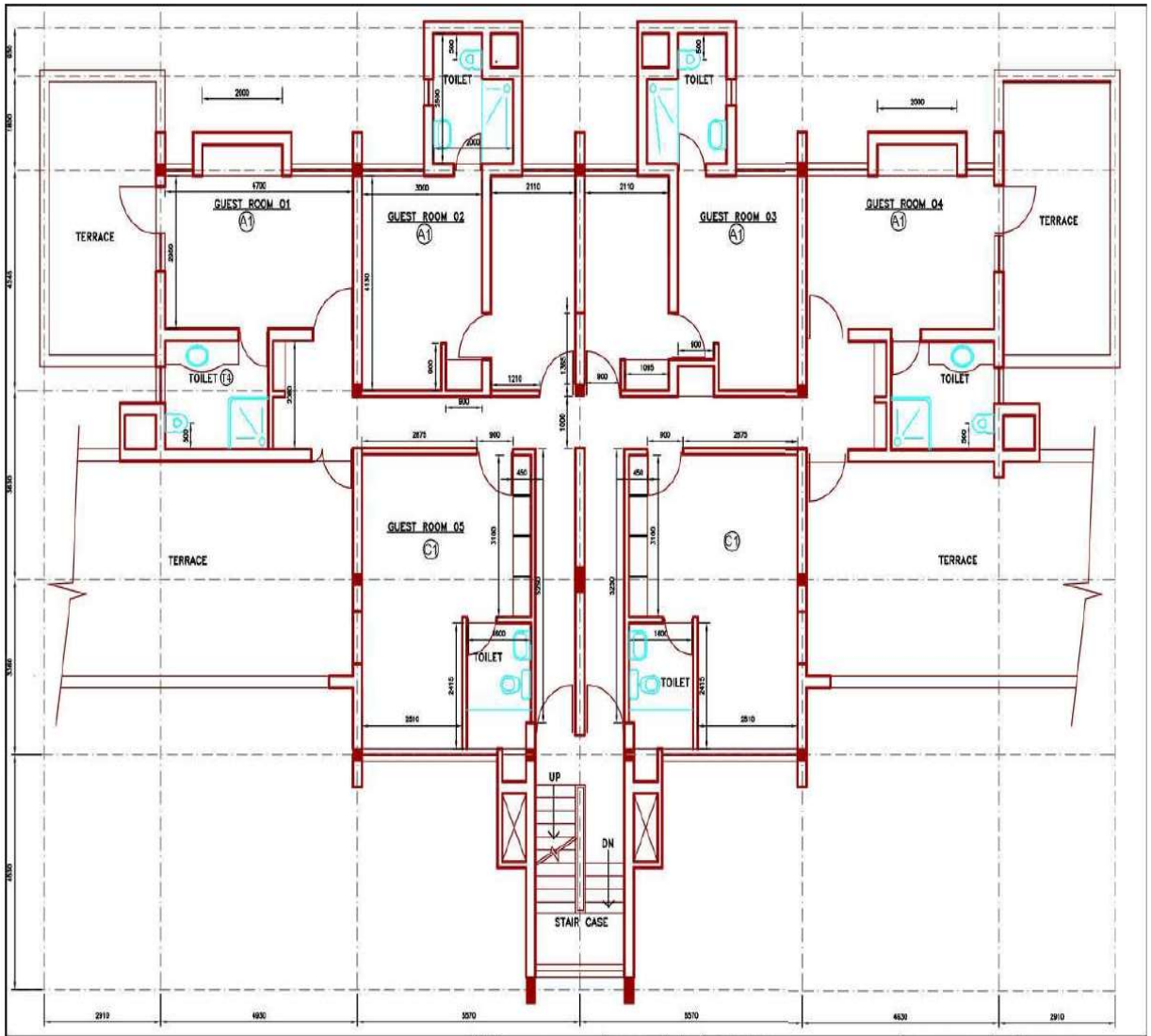
		recommended by the Engineer- in Charge for ease in application and pouring of the micro-concrete. The concrete filling shall be continued till area is completely filled and closed. The concrete to achieve completions strength of 25 Mpa in 7 days & 40 Mpa in 28 days. M-40 (Admixed with 30% - 40% with 8mm down aggregate)				
74	MR	Providing and Fixing of packers/nozzles at 300-500 mm c/c in staggered manner. The nozzles to be sealed with epoxy putty of Adesilex PG 2SP or equivalent to be provided sealed with epoxy putty complete as per manufacturer specifications complete to the satisfaction of Engineer-in-charge.	each	500.00	384.00	1,92,000.00
75		Providing, mixing and applying over reinforcement bars zinc rich antirust epoxy based compound as per manufacturer specification and direction of Engineer-in-charge				-
	MR	Bars upto 12mm	RM	400.00	21.95	8,780.00
76	MR	P/F hanger rod of dia 25 mm, oval shape with all fittings complete in cupboards	RM	20.00	250.00	5,000.00
77	MR	P/F bright/ matt finished stainless steel tower bolt o approved quality and make with all necessary screws etc. all complete as per direction of Engineer-In-charge				-
		200mm	each	20.00	150.65	3,013.00
78	MR	Providing & fixing 12mm thick toughend glass door.	sqm	17.00	5500.00	93,500.00
79	MR	Dismantling & refixing of existing solar power system after completion of the terrace work as per direction of Engineer-in-charge.	sqm	100.00	400.00	40,000.00
80	MR	Credit for taking away old dismantled damaged flush doors/Cupboards shutters/boxes etc. The material received from dismantling shall be the property of contractor, after dismantling, material weight to be measured before removing from the site in the presence of engineer in charge or his authorized representative.	KG	100.00	-15.00	-1,500.00
81	MR	Deduct for taking of SCI pipe and fittings, Centrifugally cast (spun) iron pipes and fittings, CI flushing cistern GI pipes and fittings, steel door, grills round or steel bars. The material received from dismantling shall be the property of contractor, after dismantling, material weight to be measured before removing from the site in the presence of engineer in charge or his authorized representative.	KG	1500.00	-30.00	-45,000.00
82	MR	Credit for taking away old dismantled Aluminium doors/windows. The material received from dismantling shall be the property of contractor, after dismantling, material weight to be measured before removing from the site in the presence of engineer in charge or his authorized representative.	KG	3300.00	-120.00	-3,96,000.00
			Sub-Total		A	1,09,23,110.85
	B (DSR-2022)	ELECTRICAL WORK				
83	1.17	Supplying and drawing following sizes of FRLS PVC insulated copper conductor, single core cable in the existing surface/ recessed steel/ PVC conduit as required.				
83.1	1.17.1	1 x 1.5 sq.mm	Rmt	100.00	45.00	4,500.00
83.2	1.17.2	2 x 1.5 sq.mm	Rmt	100.00	70.00	7,000.00

83.3	1.17.3	3 x 1.5 sq.mm	Rmt	100.00	95.00	9,500.00
83.4	1.17.4	4 x 1.5 sq.mm	Rmt	50.00	120.00	6,000.00
83.5	1.17.6	6 x 1.5 sq.mm	Rmt	50.00	181.00	9,050.00
84	1.21	Supplying & fixing of the following sizes of medium class PVC conduit along with accessories in surface/ recess including cutting the wall and making good the same in case of recessed conduit as required.				-
	1.21.1	20 mm dia	Rmt	100.00	128.00	12,800.00
85	1.24	Supplying & fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate as required.				-
85.1	1.24.1	5/6 A Switch	Each	518.00	103.00	53,354.00
85.2	1.24.3	3 pin 5/6 A Socket	Each	107.00	156.00	16,692.00
85.3	1.24.4	15/16 A switch	Each	65.00	122.00	7,930.00
85.4	1.24.5	6 pin 15/16 A socket	Each	65.00	197.00	12,805.00
85.5	1.24.6	Telephone socket outlet	Each	35.00	148.00	5,180.00
86	1.25	Supplying and fixing two module stepped type electronic fan regulator on the existing modular plate switch box including connections but excluding modular plate etc. as required.	Each	50.00	369.00	18,450.00
87	1.26	Supplying and fixing modular blanking plate on the existing modular plate & switch box excluding modular plate as required.	Each	30.00	40.00	1,200.00
88	1.28	Supplying and fixing following Modular base & cover plate on existing modular metal boxes etc. as required				-
88.1		1 or 2 Module	Each	152.00	133.00	20,216.00
88.2		3 Module	Each	188.00	151.00	28,388.00
88.3		4 Module	Each	15.00	158.00	2,370.00
88.4		6 Module	Each	82.00	182.00	14,924.00
88.5		8 Module	Each	6.00	211.00	1,266.00
				Sub-total	B	2,31,625.00
		TOTAL (Civil and Electrical Works)			A+B	1,11,54,736.00
					Say	112 lacs

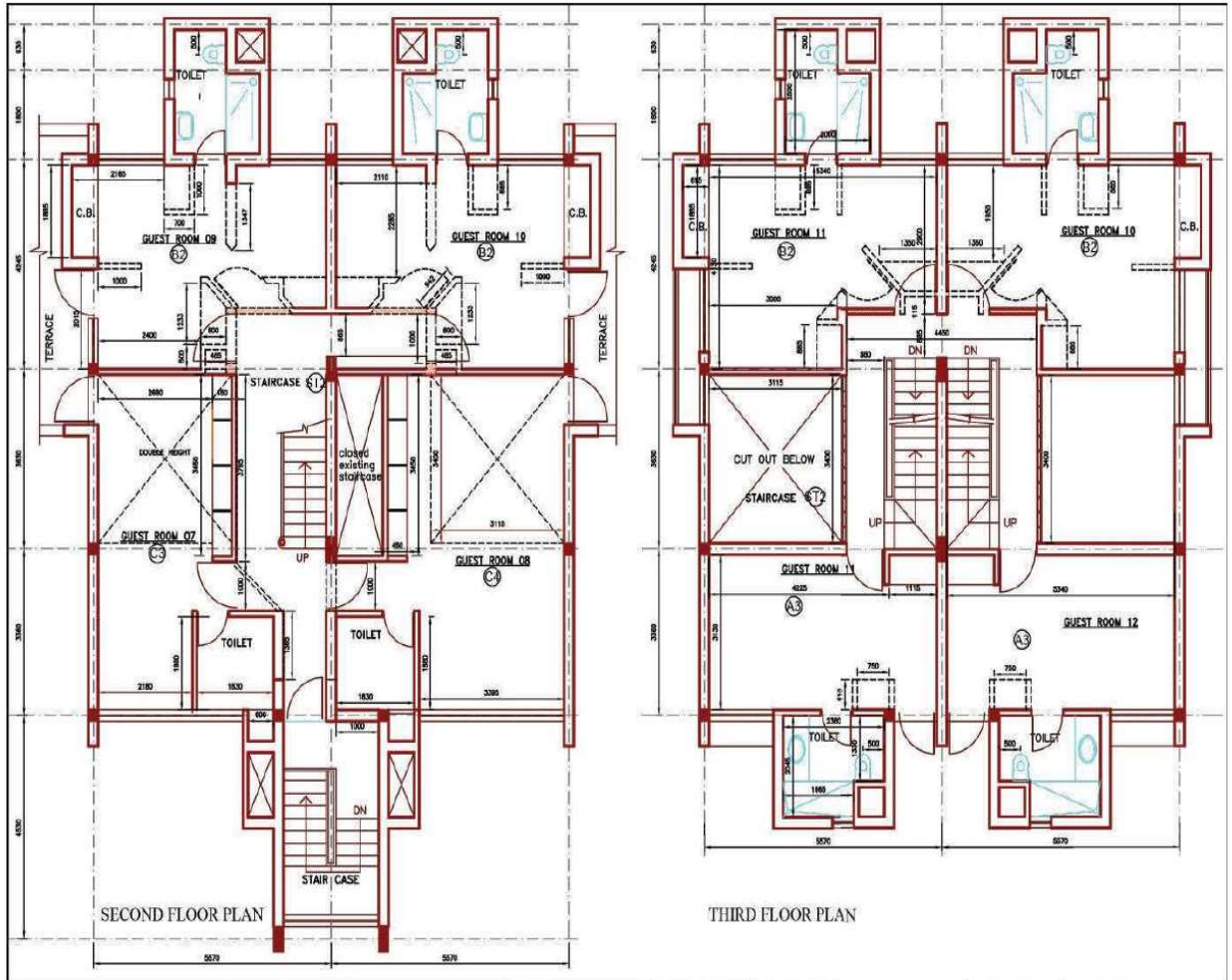
For Quality & Guidance: Reference is made to latest CPWD Specification & Works Manual.

Plans and Layout

1. 1st floor Plan (R.H.S)



2. Proposed 2nd and 3rd Floor Plan (R.H.S)



3. Proposed - 2nd and 3rd Floor Plan (L.H.S)

