

HABITAT SERVICES CENTRE

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

Phone: 011-41012223, 011-41754100

website: www.hscdelhi.in

Ref. HSC/R&m/NCR/Noida/393/2021/ 593

Dated : 18.11.2021

Sealed tenders on percentage rate basis are invited by the Executive Director, Habitat Services Centre (HSC), Hudco Place, Andrews Ganj, New Delhi-110049 from GST registered and specialized, technically sound & financially capable Firms/Contractors enlisted/registered or worked with Govt. departments/PSUs/FIs/Corporate. The firms/contractors should have satisfactorily completed the **similar works** during the last 7 years ending last day of month previous to the one in which applications are invited :

1. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.
OR
2. Two similar completed works each costing not less than the amount equal to 60% of the estimated cost.
OR
3. One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Note : Similar work Means construction/ renovation works (Civil works)

Name of work : Civil work (Miscellaneous) in Ascot Hotels at Plot No. B-29, Sector-62 NOIDA, UP.

Estimated Cost : Rs.3,71,339/- (including GST)

Completion period : 30 days

Earnest Money : In form of Bid Security Declaration (Form-B)

Cost of Tender : Rs.500/- (Non-refundable)

**Issue of Tender Documents & Inspection of site: w.e.f. 18.11.2021 to 27.11.2021
(11 AM to 4.00 PM)**

Pre-bid meeting : 24.11.2021 at 11.00 AM in HSC office at HUDCO Place, Andrews Ganj, New Delhi

Last date of Receipt of Tender upto 3.00 PM : On 29.11.2021

Date of Opening of Tenders at 3.30 PM : On 29.11.2021

Instructions: Tender Documents with terms and conditions can be collected from the office of Executive Director, Habitat Services Centre, Hudco Place, Andrews Ganj, New Delhi-110049 on payment of Rs.500/- in cash (**non-refundable**). The tender documents are also available on website of Habitat Services Centre (HSC) www.hscdelhi.in. In case the Tender Documents are down loaded from website, the cost of Tender document will be paid separately in the form of Pay Order in favour of Habitat Services Centre payable at New Delhi and is to be submitted along with the tender. Tenders should be submitted in two separate sealed envelopes i.e. Part-I Technical Bid, Part-2 Financial/Price Bid. The tenders shall be opened on the last date of receipt of tenders at 3.30 p.m., unless intimated otherwise.

Details are also available on HSC's Website: www.hscdelhi.in.

The tenderer should visit the website regularly for corrigendum/amendment, if any.

Sd/-
Executive Director

SECTION-I

NOTICE INVITING TENDER

Name of work : Civil work (Miscellaneous) in Ascot Hotels at Plot No. B-29, Sector-62 NOIDA, UP.

Sealed tenders on percentage rate basis are invited by the Executive Director, Habitat Services Centre (HSC), Hudco Place, Andrews Ganj, New Delhi-110049 from GST registered and specialized, technically sound & financially capable Firms/Contractors enlisted/registered or worked with Govt. departments/PSUs/FIs/Corporate. The firms/contractors should have satisfactorily completed the **similar works** during the last 7 years ending last day of month previous to the one in which applications are invited :

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OR

3. One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Note : Similar work Means construction/ renovation works (Civil works)

Terms & Conditions :

1. The dates for issue, receipt and opening of NIT are as under :

Issue of tender documents from

HSC office and inspection of site : 18.11.2021 to 27.11.2021

Between (11 AM to 4 PM)

Pre-bid meeting : 24.11.2021 at 11.00 AM in HSC Office at HUDCO Place, Andrews Ganj New Delhi

Receipt of Tenders upto 3 PM : **On 29.11.2021**

Opening of Tenders at 3.30 PM : **On 29.11.2021**

Mode of submission of Tender

2.

2.1 Tender offer shall be in TWO PARTS and in TWO SEPARATE SEALED ENVELOPES (duly super scribed with name, reference number of tender, due date and time) containing the required documents described in detail hereunder :

2.1.1 **PART-I (Technical Bid) shall consist of :**

(i) Copy of Registration of PF, ESI, PAN and GST.

(ii) Form of Eligibility (**Annexure-I**).

(iii) Details of completed works during last 7 years ending last day of month previous to the one in which applications are invited with amount and client's addresses (**Annexure-II**).

(iv) Completion certificate issued by the authorised officer of the client department for each work, detail will have to be furnished indicating nature of work, name & contact number of client, amount and date of completion.

(v) Acceptance letter for un-conditional acceptance of the tender conditions as per format given at **Annexure-III** and Undertaking by the contractor (**Annexure-IV**).

(vi) An affidavit duly notarized on Rs.100/- stamp paper. (**FORM-A**)

(vii) Copy of MSME/ NSIC certificate, who are registered with MSME/NSIC.

(viii) Bid Security declaration in lieu of EMD (**FORM-B**)

2.2.2 PART-II (Financial/Price Bid) shall consist of :

Schedule of Quantities along with duly filled in Price Bid.

2.2.3 If the tenderer chooses to submit both the two envelopes mentioned above by keeping them in one envelope, they can do so; but the Main Envelope should be marked as Tender Bid- Part-I & II.

2.2.4 HSC shall not be responsible for any delay including postal delay in submitting your sealed offer. As such, any request for accepting offer, after the due date and time shall not be entertained.

2.2.5 Tender Opening :

(i) Tenders shall be opened in the office of Executive Director, Habitat Services Centre, Hudco Place, Andrews Ganj, New Delhi at 3.30 PM on the last date of receipt of tenders as notified above, unless indicated otherwise.

(ii) Tender Envelopes No.1 consisting of Technical Bid shall be opened as per schedule in the presence of those tenderers or their authorized representatives (on production of Authorization Letter to that effect from the officer signing the tender offer) who may like to be present.

(iii) The Envelope No.2 consisting of Part-II (Financial/Price Bid) of offer shall be opened only of technically qualified bidders on the same day or as may be decided and intimated by HSC to successful tenderers of Part-1.

2.3 Tenderers are advised not to deviate from tender conditions. Tender bids with conditions/ deviations shall be liable for rejection.

2.4 A tender which does not fulfil all or any of the terms and conditions contained in this tender or contains conditions not covered and / or contemplated in this tender, shall be liable to be rejected.

2.5 Canvassing directly or indirectly, in connection with the tenders is strictly prohibited and the tenders submitted by the tenderers who resort to canvassing in any form shall be liable to rejection.

3. The Executive Director, HSC is not bound to accept the lowest or any other tender, and reserves the right to reject any or all the tenders received without assigning reasons. Tenders not satisfying the prescribed conditions or found incomplete in any way are liable to be rejected.

4. The tenderers are advised to see the site, and familiarize themselves with the working conditions and description of work, before submitting tender.

5. The bidders are advised to take utmost care while filling percentage and amount in Price Bid. Total rated amount in figure and words have to be quoted as specified. Initial signature on every cutting and overwriting must be made.

6. The price bid should be filled in both in figures & words for quoted percentage & amount in appropriate column.

7. The rates quoted by the Contractor shall be taken as net and nothing extra shall be paid on any account.

8. The tender shall be accompanied by an earnest money bid declaration form (**FORM-B**) and **Rs.500/- (Rupees Five Hundred only)** as tender document cost in the form of Demand Draft / Pay Order drawn on any scheduled bank issued in favour of "**Habitat Services Centre**" payable at **New Delhi**. On the acceptance of the offer, the earnest money amount of successful tenderer will be held as part of initial security deposit for the due and faithful performance of the contract.

9. The MSME firms registered in NSIC under PP Policy are exempted from payment Tender fee for supply of goods and services only.

10. Any damage done by the Contractor or his labour to the existing structure/fittings/fixtures shall have to be made good by the Contractor, at his own cost.

11. Validity for acceptance of the tender will remain open for 75 days from the date of opening of the tender. If any tenderer withdraws his offer before the said period or makes any unacceptable modifications in the terms and conditions of the tender, Habitat Services Centre, without prejudice to any other right or remedy, shall be at liberty to forfeit 100% of the aforesaid earnest money.
12. The time allowed for completion of work is **30 days** which shall be reckoned from the 7th day after the date of issue of award letter.
13. The work will have to be carried out as per the latest CPWD specifications, and to the entire satisfaction of Engineer-in-charge.
14. **Safety Code** : Contractor will ensure implementation of Safety Code **and other Statutory rules** as per General Conditions of contract **and other Statutory rules conditions for CPWD works** in all cases during execution. HSC will not be held responsible for any mishap/damages of any kind.
15. The contractor shall submit a certificate alongwith bill on the performa prescribed.
16. Notwithstanding any other provisions in this contract, the HSC reserves the absolute right to terminate the contract forthwith, if it is found that any document(s) produced in support of eligibility criteria or any other document(s) turns out to be not genuine and shall initiate necessary action as per Govt. norms.
17. The Bidders are requested to regularly check the website for any corrigendum/addendum.
18. Contractor will ensure implementation of Safety Code and other Statutory rules as per the General Condition of Contract. HSC shall not be held responsible for any mishap/damage of any kind.
19. Any damage done by the contractor or his labour to the existing structure/fittings/fixtures shall have to be made good by the contractor, at his own cost.
20. E.D., HSC does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
21. If on check there are difference between the percentage quoted by the contractor in words and in figures or in the amount worked out by him, the following procedure shall be followed :
 - (i) When there is a difference between the percentage in figures and words, the percentages, which correspond to the amounts worked out by the contractor shall be taken as correct.
 - (ii) When the amount is not worked out by the contractor or it does not correspond with the percentages written either in figures or in words, then the percentage quoted by the contractor in words shall be taken as correct.
 - (iii) When the percentage quoted by the contractor in figures and in words tallies but the amount is not worked out correctly the percentage quoted by the contractor shall be taken as correct and not the amount.
22. The contractor shall not assign or sublet contract or any part thereof without written permission of E.D., HSC. In the event of the contractor subletting this contract without such permission, he shall be considered to have thereby committed a breach of contract and HSC shall entitle to cancel the contract or any part thereof and carry out the work at the risk and cost of the contractor and shall recover from the contractor damages arising from such cancellations.

23. Before tendering, the contractor shall inspect the site to fully acquaint himself about the condition in regard to accessibility of site nature and extent of ground, working condition including stacking of materials, installations of T&P etc. conditions affecting accommodation and movement of labour etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the HSC in any circumstances.
24. The contractor should verify all plans, elevations and sections shown in the drawing and in case of doubt required particulars which may in any way influence his tender from the undersigned as no allowance whatsoever will be made beyond the contract for any alleged ignorance thereof.
25. **Arrangement of Water and electricity shall be made by the contractor at his own cost, there is no water and electricity supply in the premises.**
26. This Notice Inviting Tender shall form part of the contract documents. The successful Bidder, on acceptance of his tender by the competent authority, shall be required to sign the letter of award, the conditions of contract, specifications, enclosures etc. in token of his acceptance within 10 days from the date of issue of the award letter.
27. HSC have the rights, on its discretion, to inspect the works executed/being executed, as given in the technical bid by the tenderer(s) before or after opening of financial bid.
27. The approval of HSC would be required for bringing in and taking out the construction material.
28. Assistance, if any, required shall be arranged by Habitat Services Centre (HSC). The Contractor shall intimate all such requirements well in advance so as to avoid any delay in completion of work.
29. The contractor shall submit a certificate along with each R.A bill on the Performa prescribed.
30. The site where work is to be executed is situated in the premises of running offices. Therefore, the contractor has to manage execution of work in such a manner that it does not affect/ create hindrances in the smooth functioning of offices activities.
31. While excavating for pits the contractor has to ensure proper formation of security/boundary lines marked or flagged as dangerous to the people such that there is proper indication of danger to life nearby excavating area. The rate quoted by the contractor shall be inclusive of such procedure.
32. The applicant should not have incurred any loss during the last three financial years ending 31st March of the previous year, which should be duly certified by a practicing Chartered Accountant.
33. **Pre-bid Meeting** : A pre-bid meeting will be held on **24.11.2021 at 11.00 AM** in HSC office at HUDCO Place, Andrews Ganj, New Delhi for clarification of any doubt in respect of any condition of tender documents. Queries, if any, must be sent to the office of Executive Director, HSC latest by **23.11.2021**.

Executive Director

SECTION – II

GENERAL CONDITIONS & CLAUSES OF CONTRACT

1. **Security Deposit** @ 5% of the gross amount shall be deducted from each running bill of the contractor till the sum amounts to 2.5% of the awarded value of work. Any further adjustment based on actual value of work done shall be done while realizing the final bill. The Security Deposit will be released after defect liability period. All compensations or other sums of money payable by the Contractor under the terms of this contract may be deducted from his security deposit, or from any sums which may be due to or may become due to the Contractor.
2. **Performance Guarantee (FORM-C)** The contractor shall have to submit an irrevocable Performance Guarantee of 3% (Three percent) of the contract value from a Scheduled Bank. This guarantee shall be in the form of Fixed Deposit Receipt/Bank Guarantee within 10 days of issue of Work Order. The Performance Security shall initially be valid up to the stipulated date of completion plus 30 days and required to be extended in case of extension of time, accordingly. Performance Security shall be returned to the contractor after 30 days of satisfactory completion of the work.
3. **Compensation for delay** : If the work is delayed by the Contractor beyond the stipulated date of completion, penalty shall be imposed @ **1%** of the value of work for each days delay on prorata basis, subject to a maximum of 10% of the amount of work award.
4. **Extension of Time** : Time is essence of this Contract. The Contractor may seek extension of time for completing the work, if such extension is required for reasons beyond the control of the Contractor like exceptionally adverse climatic conditions etc. In such an event, the Contractor shall make a written request to the Engineer-in-charge of HSC as soon as possible after the reason for extension becomes apparent to him. The request made shall give full details of the causes leading to the request and shall also indicate the manner in which the work is proposed to be regulated with the utmost expedition so as to cause minimum delay with reference to the original Time and progress chart. Final decision on grant of extension of time, on the request of the Contractor for completing the work shall be at sole discretion of HSC.
5. **Measurements of work done** :
 - (a) The mode of measurement for the entire work shall be in accordance with CPWD norms, as amended from time to time.
 - (b) Actual work done & recorded in measurement book will be paid, as per the percentage quoted in the price bid.
6. Any extra, deviated / substituted item if required, to be executed at site, will be done only with prior approval of HSC.
7. The Income Tax shall be deducted as per the prevailing rate of Income Tax Act, 1961 as amended from time to time and any other Statutory Taxes will be payable by the Contractor.

8. **Submission / Payment of Bills :**
- (a) The Contractor shall submit bills for the work done along with details of measurements to be verified / checked by the Engineer-in-charge of HSC and the consultant appointed by HSC or authorized representative for payment. Any non-schedule items outside bills of quantities are to be listed and billed separately as annexure to the main bill at approved rates or after approval on accepted rates.
 - (b) **RA Bill :** RA Bills for the works executed will be paid to the contractor on his request after completion of the work amounting to Rs.2.50 lakh.
 - (c) No advance on any account shall be paid.
 - (d) No escalation on any account shall be paid.
 - (e) All payments to the Contractor will be made through e-payment mode/Account Payee Cheques.
9. **Contractor to keep site clean:** During the progress of work the Contractor shall keep the site reasonably free from all unnecessary obstructions. The existing roads or water courses or pipes, electrical lines and conduits except those which are concurrent with the subject work's requirement shall not be blocked, cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer-in-charge in writing. All water which may accumulate on the site during the progress of the works, or in floor, trenches and excavations, shall be removed promptly from the site to the satisfaction of the Engineer-in-charge and at the Contractor's expenses.
10. **Materials Plant & Machinery:** No material shall be issued by HSC and the Contractor shall have to arrange all the materials at his own cost. The rates indicated against each item in the schedule of Quantities shall be deemed to compensate for all minor constructional details which are not specifically mentioned, but are fairly and obviously intended and are essential for the full and final completion of the works and the Contractor is not entitled to make any extra claims on this account. **The Contractor shall at his own expenses, provide all the materials, scaffolding, etc., tools and tackles required for the work.** The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & tackles, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents.
11. **Dismantled materials HSC Property:** All useful materials (obtained from dismantling/demolition) and articles of value, etc., which are found during the excavation or any other work, should be removed to HSC's stores and stacked there neatly as directed at no extra cost and handed over to the HSC at place marked at site. Unless mentioned in the scope of work of contractor as scrap value in B.O.Q.
12. **Work to be executed as per specifications :** The work will have to be carried out as per the latest CPWD & NIT specifications and to the entire satisfaction of Engineer-in-charge.
13. All doubts/clarifications require if any, in the terms and conditions, technical specifications indicated in this document including those not specifically indicated therein and Labour Laws, safety norms, quality assurance etc. shall be as per latest CPWD norms/guidelines.
14. **Suspension / Cancellation of Works:** The Engineer-in-charge shall have the right to require the discontinuance of the work in whole or in part for such time as may be necessary, should any condition of work or whether other contingencies make it desirable to do so in order that the works shall be well and properly executed. Extension of time shall be granted to the Contractor for discontinuance of work so required provided entire work was ordered to be suspended. No other claim in this respect for compensation or otherwise, however, shall be admitted.

- 15. Deviation / Extra Items and Variation in Quantities of Work:** Quantities of work done may increase or decrease as per the site conditions. As a result of variations ordered, the quantities of individual items of work done, omitted, altered and substituted could vary without any price adjustment.
- (i) 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: -
 - (ii) 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.
 - (iii) Where the nature of item is such that the rate for the same cannot be derived as per 15(ii), 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.
 - (iv) Where rates of extra item / work can neither be established by derivation from the existing rates as per 15(ii) above or by rate analysis as per 15(iii)), then the rate for such item / work shall be estimated and fixed by the Engineer/Consultant, which shall be binding on the Contractor.
 - (v) 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.
16. 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 metalled road, carrying construction material like cement, sand and other allied material shall be fully covered etc.
17. The contractor shall ensure there is complete barricading on the outside periphery of the excavated area with the help of M.S Sheet/aluminum/GI/PVC and supported vertically and horizontally such that proper safety of the site is maintained. No extra cost for this shall be paid separately.
18. It is entirely the responsibility of the Contractor to practice the principles of 'Safety First' during the entire tenure of work with adequate insurance covering injury or death to workmen, loss by theft or damage to materials and property in possession or not and third-party liability stipulated.
- 19. 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, centering & 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.

20.1 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. Employer 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 employer full security for all cost for which employer might become liable in consequence of contesting such claim.

20.2 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**.
- ii) 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.

SECTION – III

Other Terms and Conditions

1. A site order book and hindrance register will be kept in the Engineer-in-charge office and all day to day instructions to the Contractor will be written in that book. The Contractor or his representative shall report every day to see these instructions and sign them at the bottom in token of his having seen them for compliance.
2. The Contractor shall not allow his workmen to put up any unauthorized hutments, canteens or tea-shops, etc. on the site.
3. The Contractor shall provide and employ on the site in connection with the works only such efficient and competent Engineer and Supervisor and other skilled, semi-skilled and unskilled labour as are necessary for the proper supervision and timely execution of the works. Orders given to the Contractor's Engineer/Supervisor shall be considered to have the same force as if these had been given to the Contractor himself. Contractor should provide details of the Engineer/Supervisor deployed by him at site (Name, Address, Mobile No., e-mail etc.).
4. No interest shall be payable on any money due to the Contractor against earnest money, security deposit, interim or final bills or any other payments due under this contract.
5. The Contractor shall work only during the working hours or as approved/directed by the Engineer-in-charge unless he obtains the prior written approval of the Engineer-in-charge to do otherwise. If such approval is given, no liability in respect of any excess cost arising there from shall be borne by the HSC.
6. **Safety Measures:** During execution of work, unless otherwise specified, the Contractor shall at his own cost provide all the materials and execute all works necessary for the stability and safety of all structures and works and shall ensure that no damage, injury or loss is caused or is likely to be caused to any person or property including labours / workers of the Contractor, occupants / visitors and other users of the premises, as per CPWD norms.
 - a) In case of dismantling / demolition, the Contractor shall take necessary care not to damage the existing structure / materials while executing the proposed work, and any damage, if caused, should be rectified by the Contractor at his cost (within quoted amount) so as to restore the structure / materials as they existed earlier.
 - b) The Contractor shall not at any time do cause or permit anyone to do or cause any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to the Engineer-in-charge or to the owners, tenants or occupiers of other properties near the site and to the public generally.
 - c) **Safety Code:** Contractor will ensure implementation of Safety Code as per General Conditions of Contract for CPWD works in all cases during execution. HSC will not be held responsible for any mishap / damages of any kind. The Contractor is not exempted from the operation of any Act or Rule in the Republic of India.
 - d) The Contractor shall indemnify and keep indemnified HSC against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto will be borne by Contractor.
 - e) During progress of work in any thoroughfare; the Contractor shall make adequate provisions for the passage of traffic, for securing safe access to all person/vehicles in premises. The Contractor shall not create any nuisance disturbance to the nearby occupants of the building and other public.

7. In the event of any accident or failure occurring or being likely to occur in or in case of any urgent works which, in the opinion of the Engineer-in-charge, required immediate attention either during the work period or the defect liability period, the Engineer may direct the Contractor by written notice to take necessary remedial action and if the Contractor fails to take action as directed by the Engineer-in-charge within reasonable period subject to maximum 3 days of such notice, the HSC may, by its own workmen or employing any other agency, make the necessary or precautionary works and recover the costs from the Contractor and be adjusted or set off against any sum payable to him.
8. All material to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract and the Contractor shall, if requested by the Engineer-in-charge, furnish proof, samples to the satisfaction of the Engineer-in-charge that the material so comply.
9. The contractor shall submit all the documents like warranty certificate, operating manual, technical data sheet, commissioning and testing certificate etc. of the equipments.
10. If any work, be suspended by reasons of rain, strike, lock-outs, or other causes, the Contractor shall take all necessary precautions for the protection of works and shall at his own expense make good any damage arising from any of these causes.
11. As a part of the work included in this contract, the Contractor shall completely remove and satisfactorily dispose off all temporary works to the extent directed & shall satisfactorily dispose off all rubbish resulting from the operations under this contract and shall do all work necessary to restore the territory embraced within the site of his operations to at least as good order and conditions as at the beginning of the work under this contract.
12. No compensation for cancellation / reduction of works: If, at any time after the commencement of work, the HSC shall decide that the whole work or any specific part thereof is not required to be carried out, necessary notice in writing shall be given to the Contractor. The Contractor shall take immediate action to stop all activity relating to the cancelled work. The Contractor shall have no claim to any payment or compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of work in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.
13. The provision of an item in the bill of quantities will not entitle payment for the same in case it forms part of any other item as per specifications, special conditions of contract though the same may have not been specifically described in the description of the item(s).
14. The Contractor shall report to HSC on getting communication from HSC regarding any defect within 4 hours and get the same rectified within reasonable time as directed by Engineer-in-charge.
15. If Contractor fails to response, then the work will be carried out through other Agency under the risk and cost of the Contractor, and amount will be deducted from the subsequent Running Account Bill of the Contractor.

16. The Contractor will have to execute the work, where other agencies are also working, according to the convenience of the other agencies, after fixing the programme with them.
17. Any damage done by the Contractor or his labour to the existing structure fitting / fixtures and any other property shall have to be made good by the Contractor, at his own cost.
18. **Rates of items :** Unless otherwise provided in the Schedule of Quantities, the rates tendered by the Contractor shall be inclusive of all leads & lifts to all heights & depths of the building & nothing extra shall be payable to him on this account.
19. Defective work, sub standard work or work not done according to specifications of the contract shall be liable for summary rejection and shall not be measured and paid for. This shall be without prejudice to taking any other action against the Contractor in accordance with the terms and conditions of the contract.
20. The Contractor shall furnished all guarantee/warranty etc. for all works as per CPWD norms.
21. **Defect Liability Period**
Defect Liability period for the work would be of **one year** from the date of handing over the site. If any defect(s) arise during the defect liability period the same shall be attended/rectified/removes by the contractor, from its own sources and within a period of 5 days from the date of issue of notice by HSC. If the contractor fail to attend/rectified/remove the same within this period the same shall be carried out by HSC departmentally. The cost/expenditure so incurred by HSC alongwith 15% overheads, shall be recovered from the security deposit of the contractor.
22. The contractor should carry out electrical work through wireman having for the said work issued by the concerned authority.
23. All materials and plant after immediately being brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the works shall be deemed to be the property of the HSC and shall not be removed from the site without the prior written approval of Engineer-in-charge . Such of them as during the progress of the works are rejected by the Engineer-in-charge or are declared by him not needed for the execution of the works or such as on the grant of the Certificate of completion remain unused shall, immediately on such rejection, declaration or grant of completion certificate, cease to be deemed as the property of the HSC and the Contractor may then (but not before) remove them at his own cost from the site or the said land after obtaining written approval of the Engineer-in-charge. This clause shall neither in any way dismiss the liability of the Contractor nor shall the HSC be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed due to fire, tempest, floods or otherwise.
24. **ARBITRATION :**
 - 24.1 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** as per updated Arbitration and Conciliation Act 1996.
 - 24.2 The Arbitrator may from time to time with consent of the parties enlarge the time for making and publishing the award.
 - 24.3 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.
 - 24.4 The Arbitrator shall be deemed to have entered on the reference on the date, he issue 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.
 - 24.5 The venue of arbitration shall be within Delhi, such place, as may be fixed by the Arbitrator with his sole discretion within Delhi.
 - 24.6 The award of Arbitrator shall be final, conclusive and binding on all parties to this contract.
 - 24.7 The cost of arbitration shall be borne by the parties to the dispute as may be decided by the Arbitrator.

APPROVED LIST OF MATERIALS

S.No.	Name of item	Specification/Make/Model
1.	Cement (OPC)	Ambuja, ACC, Birla
2.	TOR Steel	Rathi, TATA, SAIL
3.	Angle section	Kamdhenu, Apolo, Jindal

The final selection of the material will be done by the Engineer-in-charge (ED, HSC/HUDCO).

Form of Eligibility : Tender for the work of Civil work (Miscellaneous) in Ascot Hotels at Plot No. B-29, Sector-62 NOIDA, UP.

Name of Work:

- 1 Name of the Agency :
- 2 Nature of activities of the Organization :
- 3 Postal Address :
- 4 (i) Telephone No. (with STD Code No.) :
- 4 (ii). Name, designation and telephone No. of contact/authorised person :
- 5 Fax No. :
- 6 E- mail (for official communication) :
- 7 Legal status of the Individual/proprietary Firm/Limited Company/MSME's (Documents to be enclosed) :
8. Details of similar works executed during the last 7 years .
9. Copy of Registration Nos. of PF, ESI, GST & PAN.
10. Category on which the agency is registered with GST Department :
(Composite Scheme or Regular scheme.)
11. An affidavit duly notarized on Rs.100/- non-judicial stamp paper that the tenderer was Never blacklisted/delisted by any Government Organisation (Central/State) and Central Public Enterprises. (Form-A)
12. Any other information considered necessary but not included above.
13. Bid security declaration in lieu of EMD. (FORM-B)

Signature of Tenderer (s)
Stamp

Annexure- II

**List of completed works during last Seven years ending
last day of month previous to the one in which applications are invited**

S.No.	Short Description of work executed	Name & address of executing Agency	Value of Work Executed

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

Signature of the Contractor

Stamp

**The Executive Director
Habitat Services Centre
HUDCO Place, Andrews Ganj, New Delhi**

**Name of work : Civil work (Miscellaneous) in Ascot Hotels at Plot No. B-29,
Sector-62 NOIDA, UP.**

NIT No..... date.....

ACCEPTANCE LETTER

I/We have read and examined the notice inviting Tender, applicable Specifications, Drawings & Designs, Conditions of Contract, General Conditions and other documents and Rules referred to in the conditions of contract and all other contents in the Tender document for the work of **Civil work (Miscellaneous) in Ascot Hotels at Plot No. B-29, Sector-62 NOIDA, UP.**

I/We hereby read the Tender for the execution of the work specified and in accordance in all respects with the specifications (**Enclosure-A**), designs, drawings and instructions in writing referred to the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable. I/We have acquainted ourselves well with the site and the applicable work conditions and will comply with the same.

I/We hereby declare that I/We shall treat the Tender documents drawings and other records connected with the work as secret / confidential documents and shall not communicate information / knowledge derived therefrom to any person other than a person to whom I/We am/are authorised to communicate the same or use the information in any manner prejudicial to the safety of the State.

I/We agree that should I/We fail to commence the work specified in the above memorandum, any amount equal to the amount of the earnest money mentioned in the form of invitation of Tender shall be absolutely forfeited to HSC and the same may at the option of the competent authority on behalf of HSC, be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of this acceptance letter and in the event of any deficiency observed and pointed out to me/us, out of any other money due to me / us under this contract or otherwise.

Dated

Signature of Contractor
Stamp

SPECIFICATIONS

(A) CIVIL

All the works are to be carried out as per C.P.W.D Specification Volume I and II with up-to-date correction slips as issued from time to time. All the materials to be used are to be approved by the Engineer in charge. It would be endeavoured to follow good standard of electrical and Civil Engineering construction and use the best material for the work.

The work is to be carried out mainly as per site condition/as per direction of Engineer-in-charge.

UNDERTAKING BY THE CONTRACTOR

We have carefully gone through the various terms and conditions listed in the tender document for the work of **Civil work (Miscellaneous) in Ascot Hotels at Plot No. B-29, Sector-62 NOIDA, UP.** We agree to all these conditions. We are making this after carefully reading the conditions and understanding the same without any kind of pressure or influence from any source, whatsoever. We have well 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 conditions listed above.

Name & signature of Contractor :

Address : _____

Seal of Agency _____

E-mail : _____

Phone No. (O) :

(R) : _____

(M) : _____

Place : _____

Dated : _____

Performa to be attached with Bills

**Name of work : Civil work (Miscellaneous) in Ascot Hotels at Plot No. B-29, Sector-62
NOIDA, UP.**

This is to certify that:

1. The work is being carried out/completed by us satisfactorily as per the terms and conditions of the contract.
2. Provision of Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Provident Fund & Misc. Provisions Act 1952, ESI Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1927, Industrial Dispute Act 1947 and Contract Labour (Regulation & Abolition) Act 1970 or any modifications thereof, or any other laws relating thereto and rules made there from time to time are being complied by us as per the terms and conditions of the contract.
3. We shall be responsible for any claim of wages/labour complaint of our worker, if any, for the subject work and the same will be settled by us.

Date :

Signature of Contractor

Stamp

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 Technical Bid

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 To)
Habitat Services Centre is 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 certificate 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.
5. I shall have no objection in case HSC verifies of the clause(s) of Contract including those issued towards Performance Security (PS) from the Zonal / Branch office of issuing Bank and I/We shall have no right or claim on my submitted before HSC receives said verification.
6. Tender fees issued by(name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, HSC shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.
7. I hereby confirm that our firm /company has never been blacklisted/ barred /banned from tendering by HSC or any other Govt./Pvt./FI's/PSU's departments. 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

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD

(On Bidders Letter head)

**The Executive Director,
Habitat Service Centre
HUDCO Place, Andrews Ganj
New Delhi – 110 049**

Name of work : Civil work (Miscellaneous) in Ascot Hotels at Plot No. B-29, Sector-62 NOIDA, UP.

Dear sir/madam,

I / We, the authorized signatory of M/s , participating in the subject tender No for the item / job of , do hereby declare :

(i) That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.

(ii) That in the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding / award of all future contract(s) of Habitat Service Centre for a period of one year from the date of committing such breach.

Signature and Seal of Authorised Signatory of bidder

Name of Authorized Signatory

Company Name

PROFORMA 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 Habitat Services Centre, HUDCO Place, Andrews Ganj, August Kranti Marg, New Delhi-110049 through Speed Post/Registered A.D. 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.

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

PROFORMA OF BANK GUARANTEE (PERFORMANCE)

Habitat Services Centre
HSC Place, Andrews Ganj,
August Kranti Marg, 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 work order/contract/supply order No. dated.....(hereinafter called the contract)to M/s.....(hereinafter called the contractor/supplier)at a total price of Rs.....subject to the terms and conditions contained in the contract.

WHEREAS, the terms and conditions of the contract require the contract or 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,(hereinafter called the "Bank")do here by 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 here by 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 hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the contract or 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 the HSC may have or obtained and there shall be no for bearance on the part of the 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.

(i) 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 acclaim 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.-----

SCHEDULE OF QUANTITIES (CIVIL WORK)

S.No.	Description	Qty.	Unit	Rate (incl. GST) (Rs.)	Amount (incl. GST) (Rs.)	DSR- 2021 Item No.
1	Providing and laying cement concrete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets, sunken floor etc., up to floor five level, excluding the cost of centering, shuttering and finishing:					4.2
1.1	1:2:4 (1 cement : 2 coarse sand (zone-III) : 4 graded stone (aggregate 20 mm nominal size)	4.00	Cum.	9,375.20	37,500.80	4.2.3
2	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
2.1	Cement mortar 1:6 (1 cement : 6 coarse sand)	4.00	Cum.	8,288.35	33,153.40	6.4.2
3	Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete.					10.16
3.1	Hot finished welded type tubes.	300.00	Kg.	154.90	46,470.00	10.16.1
4	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
4.1	In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works.	142.30	Kg.	500.00	71,150.00	10.25.2
5	Providing and fixing concertina coil fencing with punched tape concertina coil 600 mm dia 10 metre openable length (total length 90 m), having 50 nos rounds per 6 metre length, upto 3 m height of wall with existing angle iron 'Y' shaped placed 2.4m or 3.00 m apart and with 9 horizontal R.B.T. reinforced barbed wire, stud tied with G.I. staples and G.I. clips to retain horizontal, including necessary bolts or G.I. barbed wire tied to angle iron, all complete as per direction of Engineer-in-charge, with reinforced barbed tape(R.B.T.) / Spring core (2.5mm thick) wire of high tensile strength of 165 kg/ sq.mm with tape (0.52 mm thick) and weight 43.478 gm/ metre (cost of M.S. angle, C.C. blocks shall be paid separately)	350.00	Meter	303.65	1,06,277.50	16.53
6	Supplying at site Angle iron post & strut of required size including bottom to be split and bent at right angle in opposite direction for 10 cm length and drilling holes upto 10 mm dia. etc. complete.	250.00	Kg.	99.95	24,987.50	16.19

7	Fencing with angle iron post placed at required distance embedded in cement concrete blocks, every 15th post, last but one end post and corner post shall be strutted on both sides and end post on one side only and provided with horizontal lines and two diagonals interwoven with horizontal wires, of barbed wire weighing 9.38 kg per 100 m (minimum), between the two posts fitted and fixed with G.I. staples, turn buckles etc. complete. (Cost of posts, struts, earth work and concrete work to be paid for separately). Payment to be made per metre cost of total length of barbed wire used.					16.18
	With G.I. barbed wire	500.00	Meter	19.60	9,800.00	16.18.1
8	Making holes in RCC of min. size 150x150x200mm with diamond cutter for fixing angle iron post & strut for barbed wire fencing.	30.00	Each	600.00	18,000.00	M.R.
9	Making holes in stone of min. size 75x75x100mm for fixing angle iron post & strut for concertina coil fencing.	120.00	Each	200.00	24,000.00	M.R.
	Total Amount				371,339.00	

PRICE BID

Rates to be filled by Contractor in Percentage

Name of work : Civil work (Miscellaneous) in Ascot Hotels at Plot No. B-29, Sector-62 NOIDA, UP.

Section	Estimated (Cost in Rs.)	Bidder Price		
		Percentage (%) Above / Below/ at Par		Amount (Rs.)
		In figures	In words	After Adding % at Par/ Below/ Above
Total cost of CPWD DSR-2021 (Civil work) (inclusive of GST)	3,29,339.00			
Total cost of Market Rate items (Civil work) (inclusive of GST)	42,000.00			
Total	3,71,339.00			

Note :

1. The bidder has to quote rates on Percentage basis (at par/below/above) in the respective schedule of rates.
2. The rates are inclusive of GST (as applicable).
3. The financial comparative statement shall be arrived on the basis of agencies registered in composite scheme or regular scheme with GST.

Date :

Authorised Signatory

Stamp