#### HABITAT SERVICES CENTRE

#### Hudco Place, Andrews Ganj, August Kranti Marg, New Delhi-110049. Phone: 41012223, 26257036, 41754100, Fax No.011-26257036 website: www.hscdelhi.in

#### Ref.:HSC/AG/O&M/DGS/155/2018/273

#### Date : 25.2.2019

Sealed tenders on item rate basis are invited by the Executive Director, Habitat Services Centre (HSC), Hudco Place, Andrews Ganj, New Delhi, from GST registered and technically sound & financially capable Firms/Contractors who have worked with Govt. departments/PSUs/FIs/Corporate and satisfactorily completed similar works of Annual hiring including Operation & Maintenance of atleast 1x125 KVA DG Set (fulfilling either of the following) during last three years ending 31.03.2018.

i) Three similar works costing not less than 40% of the Estimated cost.

or

ii) Two similar works costing not less than 50% of the Estimated cost.

or

iii) One similar work costing not less than 80% of the Estimated cost.

# Name of work: Hiring including Operation & Maintenance of 1x125 KVA and 1x62 KVA D.G. sets with acoustic enclosures at Hudco Place, Andrews Ganj, New Delhi-110049.

Estimated Cost: 14.04 Lakh (per annum)

Earnest Money Deposit : Rs.28,100/-

Cost of Tender: Rs.2,000/- (Non-refundable)

Issue of Tender Documents & Inspection of Site : 26.02.2019 to 11.03.2019

Last Date of Receipt of Tender:	: 12.03.2019 Up to 3.00 PM		
Date of Opening of Tender	: 12.03.2019 at 3.30 PM		

<u>Instructions</u>: The tender documents with terms and conditions can be collected from the Office of Executive Director, Habitat Services Centre, Hudco Place, Andrews Ganj, New Delhi on payment of Rs.2,000/- in cash (non-refundable). Tenders should be submitted in two separate sealed envelops i.e. Part-I Technical Bid, Part-2 Price Bid.

Details are available at our website: www.hscdelhi.in

Sd/-Executive Director

#### (I) <u>NOTICE INVITING TENDER</u>

Sealed tenders on item rate basis are invited by the Executive Director, Habitat Services Centre (HSC), Hudco Place, Andrews Ganj, New Delhi, from GST registered and technically sound & financially capable Firms/Contractors who have worked with Govt. departments/PSUs/FIs/Corporate and satisfactorily completed similar works of Annual hiring including Operation & Maintenance of atleast 1x125 KVA DG Set (fulfilling either of the following) during last three years ending 31.03.2018.

(i) Three similar works costing not less than 40% of the Estimated cost.

or

(ii) Two similar works costing not less than 50% of the Estimated cost.

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(iii) One similar work costing not less than 80% of the Estimated cost.

## Name of work: Hiring including Operation & Maintenance of 1x125 KVA and 1x62 KVA D.G. sets with acoustic enclosures at Hudco Place, Andrews Ganj, New Delhi-110049.

- 2. The Executive Director, Habitat Services Centre reserves the right to accept / reject any application for issue of tender documents without assigning any reason and his decision shall be final in this regard.
- 3. The Bidder shall be deemed to have full knowledge of the site conditions, whether inspected or not and submission of the tender by the Bidder shall imply that he has fully acquainted themselves with the site conditions and read the NIT and tender documents and no extra charges consequent to any misunderstanding or otherwise shall be allowed.

#### 4. Mode of submission of Tender:

4.1 Tender shall be in two parts and in two separate sealed envelopes (duly superscribed with name, reference number of tender, due date and time of opening) containing the required documents described in detail hereafter.

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

- i) Pay Order towards EMD.
- ii) Pay Order towards tender document charges, if downloaded from the website or copy of receipt of document purchased from HSC office.
- iii) Copy of valid Registration against EPF, ESI, PAN and GST.
- iv) Form of Eligibility (Annexure-I) and Undertaking of Contractor (Annexure-2).
- V) List of completed works of similar nature of hiring including Operation & Maintenance of 1x125 KVA DG Set during last three years, ending 31.03.2018 with amount per annum and clients' addresses (Annexure-3).
- vi) Financial details for the last three years i.e. 2015-16, 2016-17 and 2017-18 (Annexure-4).
- vii) Completion Certificate issued by the authorized officer of the Client Deptt. For each work, detail will have to be furnished indicating Nature of Work, Name & Contact No. of the Client, Amount per Annum and date of completion.
- (viii) Original tender documents comprising of General and Special Condition of contract including this NIT with contractors' endorsement and company seal/stamp on each page thereof in token of their acceptance of the terms and conditions.

- (ix) 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.
- 4.3 **PART-II : Price Bid -** shall consist of Price Bid, i.e. Schedule of work duly filled-in with rates and amount in **Proforma.**
- 5. If the tenderer chooses to submit both the envelopes mentioned above by keeping them in one envelope, they can do so; but the main envelope should be marked as Tender Bid-I & II.
- 5.1 HSC shall not be responsible for any delay including postal delay in submitting your sealed offer. As such, any request for accepting your offer after the due date and time shall not be entertained.

#### 6. **Tender Opening**

- 6.1 Tenders shall be opened in the office of Executive Director, Habitat Services Centre, Hudco Place, Andrews Ganj, New Delhi at 3.30 p.m. on the last date of receipt of tenders, unless advised otherwise.
- 6.2 Tender Envelope No.1, consisting of Technical Bid shall be opened as per schedule in the presence of those Bidders 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.
- 6.3 In case scrutiny of Technical Bid takes more time on the date of technical bid opening, the opening of Part-II (Price Bid) shall be postponed and the date with time shall be intimated to all the successful Bidders of Part-I.
- 6.4 The Envelope No.2, consisting of Part-II (Price Bid) of offer shall be opened only for technically qualified bidders on the notified date.
- 6.5 Bidders are advised not to deviate from tender conditions. Tender submitted with added conditions / deviations are liable for rejection.
- 6.6 The bid of the Bidder who does not fulfill 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.
- 6.7 After opening of bids, no communication from the Bidder shall be entertained unless formally asked for.
- 7. **Quoting unduly lower rate of service charge :**The contractor has to quote service charge that takes care of TDS, all incidental expenditure required for proper discharge of duties by the workers, expenditure towards Identity Card, all the statutory charges relating to this contract, etc. and reasonable margin thereafter. HSC has responsibilities as employer and would like to ensure that unduly lower rates of service charges will not lead to complaints from workers regarding delay in payment of wages, bonus and other statutory dues, improper reduction in wages, seeking monetary return by the contractor from the workers, etc. thereby affecting the performance of the workers.

- 8. Decision on reasonability of service charge: HSC reserves right to take a view on the reasonability of the rate of service charge. The decision of E.D., HSC in this regard shall be final and binding. No representation in this regard will be entertained and replied to.
- 9. In case of same rates quoted by two or more bidders, the work will be awarded to the contractor who has executed contracts of higher values of the similar work, during the three financial years upto 2017-18 based on the certificate of experience/payment received, submitted alongwith the tender papers.
- 10. The tender shall be accompanied by an Earnest Money Deposit (EMD) Rs.28,100/- (Rupees Twenty Eight Thousand & One Hundred Only) in the form of a Demand Draft / Pay Order drawn on any scheduled bank issued in favour of "Habitat Services Centre" with a separate Pay Order of Rs.2,000/- (non-refundable) as tender documents charges. The tender without earnest money and tender document cost shall not be considered and shall be rejected outright.
- 11. No bidder is exempted from EMD and tender fees, in case the tender fees & EMD will not be deposited by them, their bids will be rejected.

## 12. The tender of those bidders only will be considered, who has completed at least two similar works of Annual hiring including operation & maintenance of at least 1 x 125 KVA DG Set in Delhi NCR, during the last three years ending 31.3.2018.

- 13. On acceptance of tender of the successful bidder, the earnest money deposit (EMD) will be held as part of initial security deposit for the due and faithful performance of the contract.
- 14. Habitat Services Centre will return earnest money to all unsuccessful Bidders soon after the award of the contract.
- 15. The ED, HSC is not bound to accept the lowest or any other tender and reserves right to reject any or all the tenders received without assigning reasons.
- **16.** Canvassing directly or indirectly, in connection with the tender is strictly prohibited and the tenders submitted by the Bidders, who resort to canvassing in any form shall be liable to rejection.
- **17.** The rates shall be quoted neatly both in figures and words. In case of any discrepancy in the rates quoted in words and figures, rates quoted in words shall prevail.
- **18.** Power of Attorney, if any, in favour of authorized signatory shall be furnished with the tender.
- 19. Validity : The tender for the work shall remain valid for a period of 90 days from the date of its opening. If any Bidder 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. However if any Bidder withdraws his offer after award of work, then Habitat services center, shall be at liberty to forfeit full EMD.
- **20.** The contract will be initially granted for one year and may be extended for another two years, one year at a time, if services of the Contractor are found satisfactory, on the same terms and conditions.

- 21. Notwithstanding any other provisions in this contract, the HSC reserves the absolute right to terminate the contract forthwith if it is found that :
- 22. **Document(s) not being genuine** : In case any document(s) produced in support of eligibility criteria or any other document(s) turns out to be not genuine :
- i) **Before award of work** : The work will not be awarded, EMD shall stand automatically forfeited, and the Bidder will be liable for any further action as may be deemed appropriate by HSC ; or
- **ii)** After award of work : The award of work will be cancelled, EMD/security deposit shall stand automatically forfeited, and the Contractor will be liable for any other action as may be deemed appropriate by HSC.
- 23. Water and electricity shall be made available free of cost.
- 24. Safety Code: Contractor will ensure implementation of Safety Code and other statutory rules as per the General Condition of Contract. HSC will not be held responsible for any mishap/damage of any kind.
- 25. Erasures/overwritings or other changes in the tender documents while quoting rates shall bear the initials of the person signing the tender.
- 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 7(seven) days from the date of issue of the award letter.
- 27. The Agency/Firm should have their office in Delhi/NCR.
- 28. The bidders are requested to please regularly check the website for any corrigendum/addendum.

Sd/-Executive Director

#### **GENERAL CONDITIONS OF CONTRACT**

- 1. The Contractor will be responsible for making the payment of wages directly to its workers by  $5^{\text{th}}$  of each month from his own sources and subsequently raise the bill for reimbursement which will be verified on the basis of actual amount disbursed and attendance etc. The Contractor shall make payment to the workers by depositing the payment towards the wages in their bank accounts, through on-line mode/Account payee cheque and submit the bank details/ECS statement of his bank account from which payment has been made, to HSC with the bill for verification. The bill shall also carry the duly certified copy of the applicable EPF, ESI, and GST challans for the same month for which the bill has been raised for payment. The claim bill shall be submitted to the officer-incharge of HSC. The officer on the receipt of the bill will check the work record and thereafter, accordingly certify the bill for payment. The leave encashment and bonus shall be disbursed on monthly basis.
- 2. The Contractor shall pay wages and other dues to workers, deployed by him for this work, which shall not be less than the minimum statutory wages as notified, from time to time, by the Government of National Capital Territory, Delhi. The payment shall be made in the presence of Engineer-in-charge or HSC's authorized representative.
- 3. If however, on account of any legislation, notification, labour award the minimum wages of unskilled/ semi skilled and skilled labour are increased at any time, the Contractor shall be paid/ reimbursed for such increase/ arrears in wages including other dues payable to workers, on production of documentary proof for payment made to the workers by the Contractor.
- 4. The Contractor shall wherever applicable comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Provident Fund & Miscellaneous Provisions Act, 1952, ESI Act, 1948, Employéer Liability Act, 1938, Workmen"s Compensation Act, 1923, Industrial Dispute Act, 1947, Maternity Benefit Act, 1961, and Contract Labour (Regulations and Abolition) Act, 1970 or any modifications thereof or any other laws relating thereto and rules made there under from time to time.
- 5. The Contractor shall indemnify HSC against all claims by labour and for observance of the above mentioned various Laws & Rules.
- 6. The Officer-in-charge i.e. Executive Director, HSC shall on a report having been made by an Inspecting Officer as defined in the Contract Labour (Regulations & Abolition) Act, 1970 have the power, to deduct money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or by reason of nonfulfillment of the conditions of the contract for the benefit of workers, non-payment of wages or deductions made from his or their wages which are not justified by the terms of the contract or non-observance of the said Contract Labour (Regulations & Abolition) Act.

#### 7. Labour Welfare & Safety Code:

The Contractor shall at his own expenses comply with or cause to be complied with Model Rules for Labour Welfare and Safety Code or rules framed by Government from time to time for the workers employed on the works. 8. The Contractor shall not sublet the whole or any part of this contract to another person. Subletting of the contract or any part thereof shall lead to cancellation of contract and will make the Contractor liable for attracting punitive action by HSC.

#### 9. SECURITY DEPOSIT:

- 9.1 The Earnest Money Deposit (EMD) shall be treated as a part of Security Deposit which shall be 5 per cent of the awarded cost.
- 9.2 The Contractor shall permit HSC at the time of making any payment to him for work done under the contract to deduct security deposit on bill amount (excluding taxes) at the rate of 5 per cent.
- 9.3 Security deposit will be refunded on successful completion of the contract, within 3 months after settlement of the final bill provided there is no claim against the Contractor.
- 9.4 The contract value for purposes of this clause shall be taken as the value of contract as awarded.
- 9.5 No interest shall be payable to the Contractor on the Security Deposit by HSC.
- 9.6 All compensations or other sums of money payable by the Contractor under the terms of this contract or any other contract or any other account whatsoever may be deducted from the security deposit or any sums which may be due or may become due to the Contractor by HSC on any account whatsoever and in the event of his security deposit being reduced by reasons of such deductions, the Contractor shall within fourteen days of receipt of notice of demand from HSC, make good the deficit.

#### 10. DEDUCTION OF INCOME TAX AT SOURCE & OTHER DEDUCTIONS

Income Tax shall be deducted from all the payments to be made in accordance with the provisions of Income Tax Act. 1961 as amended from time to time.

#### 11. **ON ACCOUNT PAYMENT**

Payment will be made by HSC to the Contractor on monthly basis on submission of bills alongwith the supporting documents as detailed in the Clause-1 above, certificate of satisfactory performance of work from the concerned officer of HSC and Certificate in the prescribed Format as per **Annexure-5**.

- 12. The Contractor would be required to ensure the payment to its workers by 5<sup>th</sup> of every month and there should be no linkage between this payment and settlement of the Contractor's bill from HSC.
- 13. The Contractor should arrange deposit of the wages of his workers into their respective bank accounts, preferably through on-line and submit a copy of the statement to HSC as proof of payment of wages failing which the bill of the month will not be paid. The

Contractor shall facilitate his workers in opening bank accounts, if not available. The payment of wages shall not be made in cash.

#### 14. **OVERPAYMENTS & UNDERPAYMENTS**

Wherever any claim for the payment of a sum of money to HSC arises out of or under this contract against the Contractor, the same may be deducted by HSC from any sum due or which at any time thereafter may become due to the Contractor under this contract and failing that under any other contract with HSC or from any other sum due to the Contractor from the HSC which may be available with HSC from his security deposit or he shall pay the claim on demand.

- 15. If any damage / theft are caused to the assets/property, by any staff/personnel of the Contractor, then the Contractor shall bear the cost of repair or replacement, failing which suitable amount will be recovered from the Contractors monthly bill and the decision of officer-in-charge shall be final and binding in this regard.
- 16. Any amount due to the Contractor under this contract for under payment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Contractor, from him to HSC on any other contract or account whatsoever.
- 17. ED,HSC has inherent power to increase or decrease the manpower requirement.

### 18. FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK:

If at any time after acceptance of the tender, HSC decides for foreclosure or reduce or increase the scope of works for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the Officer-in-charge shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of work in full but which he did not derive as a consequence of the foreclosure of the whole or a part of the work.

#### 19. TERMINATION OF CONTRACT

In the event of Contractor committing breach of any of the terms and conditions herein contained and / or required to be observed and to be performed by the Contractor, for the satisfactory and faithful performance of the contract, HSC shall be at liberty to terminate the contract by giving one month notice and without assigning any reasons, and HSC shall be entitled to forfeit the security deposit or any part thereof.

20. **Nuisance**: The Contractor shall not at all time do, cause or permit any nuisance in area of work or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupants of other properties near the work area and to the public generally.

21. **Removal of Workmen**: The Officer-in-charge shall be at liberty to object to and require the Contractor to remove from the works any person employed by the Contractor who in the opinion of the Officer-in-charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not again be employed upon the works without permission of the Officer-in-charge.

#### 22. **ARBITRATION**

Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the specifications, and instructions herein before mentioned and as to the quality of workmanship or as to any other question, claim, right, matter or thing whatsoever in any way arising out of 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 Arbitration and Conciliation Act, 1996.

#### 23. LAWS GOVERNING THE CONTRACT

This contract shall be governed by the applicable, up to date, Indian Laws in force.

#### 24. **INSTRUCTIONS AND NOTICES**

- i) Subject as otherwise provided in this contract, all notice to be given on behalf of HSC and all other actions to be taken on its behalf may be given or taken by the officer-in-charge or any officers for the time being entrusted with the functions, duties and powers of the officer-in-charge by the ED,HSC.
- ii) All instructions, notices and communications etc., under the contract shall be given in writing and if sent by the registered post to the last place of abode or business or e-mail address of the Contractor, shall be deemed to have been served on the date when in the ordinary course of post/electronic mail, these would have been delivered to him.
- 25. The Contractor or his agent shall be in attendance at the work places during the working hours and shall superintend the execution of the work with such additional assistance, as the officer-in-charge may consider necessary. Orders given to the Contractor's agent (Supervisor) shall be considered to have the same force as if they had been given to the Contractor himself HSC shall have absolutely no liability / responsibility whatsoever concerning the Contractor's employees for any reason.
- 26. The Contractor shall be solely responsible for the staff deployed by him in all matters relating to their claims etc. The Contractor shall indemnify HSC against any payments to be made under the various Labour laws and for the observance of provision of this contract.
- 27. The Contractor shall obtain at his own cost all permissions under various laws / regulations / rules which are prevailing or which may be enforced during the currency of the contract in connection with the carrying out obligations under these precincts.

- 28. HSC shall have absolutely no liability / responsibility whatsoever concerning the Contractor's employees for any reason.
- 29. The Contractor shall be solely responsible for the staff deployed by him in all matters relating to their claims etc. and shall indemnify HSC against any payments to be made under the various Labour laws and for the observance of provision of this contract.

#### 30. **PERIOD OF CONTRACT**

The contract will be initially granted for one year and may be extended for another two years, one year at a time, if services of the Contractor are found satisfactory, on the same terms and conditions.

#### 31. UNIFORMS

The general appearance of the workers should be neat and clean.For each year, the workers must be provided with (a) two sets of uniform, (b) two pairs of shoes (c) other uniform items. Entire expenditure towards (a), (b) and (c) should be borne by the contractor within quoted amount.The seasonal equipment such as jerseys, coats in winters and raincoats in monsoon shall be provided by the contractor within quoted amount and HSC shall have no liability whatsoever on this account. The ED, HSC shall approve the uniform.

- 32. If a worker is found to be behaving indecently or found indulging in any kind of mischievous activity or found indulging in unionism, strict disciplinary action will be initiated against him/her.
- 33. The workers (s) shall adhere to the time schedule/assigned duty hours.

#### 34. **IDENTITY CARDS**

The deployed workers will have to carry their identity cards, the cost of which shall be borne by the Contractor. They should be registered with local police for verification of their conduct, character and bonafide. However, the Contractor will have to submit to the designated officer of HSC the following details of workers, before actual deployment:

:

- a) Name
- b) Father's name :
- c) Age :
- d) Address
- i) Permanent : (indicate the location of nearest police station thereof)
- ii) Local :

(indicate the location of nearest police station thereof):

- e) Experience and qualifications :
- 35. If a worker is found to be behaving indecently or found indulging in any kind of mischievous activity, strict disciplinary action will be initiated against him/her.
- 36. The workers shall adhere to strict timings.
- 37. General appearance of the workers should be neat and clean.
- 38. Workers should not be found indulging in unionism.
- 39. It will be the sole responsibility of the Contractor to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract :
  - (a) Employment of Children Act.
  - (b) Workmen Compnensation Act.
  - (c) Contract Labour (Regulation & Abolition) Act, 1970.
  - (d) Minimum Wages Act.
  - (e) Employee Provident Fund Act.
  - (f) ESI Act.
  - (g) Any other applicable act or legislation, as may be in force from time to time.

#### SPECIAL CONDITIONS OF CONTRACT

The contractor shall have to deploy minimum strength of the staff with following qualification / experience for operating, running and maintaining the installation.

S.No.	Category	Staff to be deployed	Required minimum qualification & experience	Remarks
1.	D.G. Operators	3 Nos.	ITI Mech./Elect with one year experience on similar installation or 2-3 years experience on similar installation	One Operator in each Shift
2.	D.G. Operator	1⁄2 No.	- Do -	Reliever for above 3
	(Reliever)			Operators

#### **STAFF- DEPLOYMENT**

- The scope of work covers transportation of contractor's 1x125 KVA and 1x62 KVA D.G. sets with complete acoustic enclosures (for hiring) to Hudco Place, installation, testing and commissioning at the location and for the purpose as mentioned below including operation and maintenance of the D.G sets round the clock in case of mains supply failure / abnormal voltage variation.
- 2. The silent D.G. Sets shall be in a very good working condition and shall not be more than three years old. The DG Sets shall have to be tested and got okeyed at the workshop by the Engineer-in-charge before transporting it to the site and his decision shall be final in this regard. The D.G. sets shall be located as under:
- 2.1. 1 No. D.G. Set of 125 KVA with complete acoustic enclosure, AMF/Auto start panel suitable for 4 outgoing cables of capacity 4x100 sq. mm. and batteries etc. at the space near gate No.6 of car parking basement for feeding to drinking water pumps, plant room lighting and Basement Car Parking.
- 2.2 1 No. D.G. Set of 62 KVA with complete acoustic enclosure, AMF/Auto start panel suitable for 3 outgoing cables of capacity 4x70 sq.mm. and batteries etc. near guest house A-2 for feeding electrical load of lift, 1<sup>st</sup> Floor, 2<sup>nd</sup> Floor and 3<sup>rd</sup> Floor of A-2 guest house.

- 3. Any work involved such as shifting of cable, cutting and making good of road and making straight through joints in the cable if required shall be carried out within quoted amount and nothing extra shall be paid on this account. However, G.I./MS pipe if required for road crossing shall be supplied by HSC.
- 4. Any equipment/accessories not specifically mentioned herein but essentially required for the DG Sets to meet the site requirement shall be deemed to be included in the DG Sets.
- 5. Leveling / making pacca floor / base if required for mounting the D.G. sets shall be done by the contractor within the quoted amount and nothing extra shall be paid.
- 6. The necessary space for locating D.G. sets, panel etc. shall be made available free of cost by HSC but the shed required for accommodating the panel shall be the responsibility of the contractor without charging extra.
- 7. The transportation, loading and unloading of the D.G. sets shall have to be done by the contractor within the quoted amount and nothing extra shall be paid.
- 8. The cables, changeover switches etc. are already installed and are in working condition. The same shall have to be connected with the D.G.sets by the contractor and utilized within the quoted rates; the connections should be done in an engineering manner by providing lugs etc.
- 9. The D.G sets offered shall be of 1x125 KVA and 1x62 KVA capacity, 415 volts and frequency 50 cycles per second and shall be in good condition. The make and condition of D.G. set shall be got approved by the Engineer-in-charge before installation. The engine of D.G. sets shall be of any of the following makes :
  - a. Leyland
  - b. Kirloskar
  - c. Cummins
  - d. Sudhir
  - e. Cotton Greaves

The engineer-in-charge's decision about acceptability of condition of the D.G. sets shall be binding on the contractor.

- 9.1 The acoustic/enclosure shall be provided with necessary doors with gasket.
- 9.2 The noise level of D.G. Set shall be within 75 db at a distance of one Metre and should meet the requirement of CPCB.

- 10. The D.G. sets shall be floor / trolley mounted with accessories such as, acoustic enclosure, batteries and control panel board etc. The control panel shall have necessary indication lamps, volt meter, frequency meter, ampere meter and protection devices (including MCCB with under voltage protection) etc. The same shall be got approved from the engineer-in-charge before installation / commissioning.
- 11. The D.G. set shall be provided with the Diesel tanks duly calibrated / graduated to indicate the quantity of HSD at any point of time.
- 12. The D.G. sets shall tested on full load and for the duration to the satisfaction of Engineer-in-charge at the works of the contractor. Necessary arrangement of load, HSD and wiring etc. shall have to be made for such tests by the successful contractor. In case, the capacity test not found satisfactory only one more chance shall be given to the contractor for the capacity test failing which the contract shall be terminated and the EMD shall be forfeited. The capacity of the D.G. sets shall be checked again at the time of commissioning and testing at the available load at site also. The D.G. sets should be able to work continuously on full load with the acceptable exhaust conditions (noise and smoke).

#### 13. ACOUSTIC ENCLOUSRE

- 13.1 The D.G. sets shall be floor / trolley mounted with complete acoustic enclosures of generally the following specifications :
- 13.1.1 The acoustic enclosure shall be sturdy and fabricated out of MS / CRCA sheet of suitable thickness having modular construction for easy dismantling and access to any component and shall be duly painted.
- 13.1.2 The container / enclosure shall be provided with necessary doors duly gasketed.
- 13.1.3 The acoustic chamber shall include special residential silencer to control exhaust noise and suitable axial flow fan for necessary ventilation, if required.
- 13.1.4 The acoustic treatment of the container shall be of high quality to meet the statutory requirement of noise control.
- 14. The existing hired D.G.sets shall be got disconnected and shifted by HSC. However, the contractor shall have to cooperate in this activity.
- 15. Earthing shall be provided for D.G. sets as per Electricity Act 2003/ CPWD general specifications for electric works part -I (internal) by the contractor.

- 15.1 G.I. pipe electrode shall be made of medium class G.I. pipe of 40 mm dia.
- 15.2 The Earthing conductor shall be of not less than 6 SWG G.I. wire.
- 15.3 Neutral of each Generator / Alternator shall be connected directly to individual earth pipe electrodes.
- 15.4 The body of the D.G. sets shall be connected with two earth electrodes and these two body connections shall be bonded together.
- 15.5 The Earthing resistance of each electrode shall be tested by the contractor which should not be more than 5 ohms.
- 16. The operators of the contractor shall be available round the clock at the site of D.G. sets and will have to coordinate with other operation and maintenance agency of electrical installations and pumping installations for running of D.G. sets
- 17. The D.G.sets shall be operated immediately in case of Supply Company's mains failure or its abnormal voltage variation as required by HSC. The contractor / operator shall have to coordinate with the concerned agencies in this regard.
- 18. The D.G. sets shall be regularly got checked by competent mechanic, so that the same are always in perfect working conditions. In case, the D.G. sets proved to be irreparable or are giving frequent trouble in running or maintaining voltage and frequency, the same have to be replaced within about eight hours time. The decisions of the Engineer-in-charge shall be final for levying compensation in this regard.
- 19. Maintenance of D.G. sets including lubricants, distilled water, battery charger, batteries, shed for panel etc. where required shall have to be provided by the contractor within the quoted rate and nothing extra shall be paid. No material & T&P except the HSD shall be supplied by HSC.
- 20. Diesel alone shall be provided by HSC as required. Transport charges of HSD from the nearby petrol pump upto the site of D.G.sets shall be borne by HSC. The HSD shall be received and delivered in the diesel tank by the operator in the presence of engineer-in-charge / HSC's representative. The contractor shall be fully responsible for any misuse of the diesel or excess consumption of diesel than the rated liters per hour or previous average consumption as the case may be. The diesel missing on account of any such irregularity, thus noticed shall be recoverable from the contractor. The decision of the engineer-in-charge shall be final and binding on the contractor in this regard.
- 21. The log book shall be maintained by the contractor, recording the operation duration, voltage, frequency and current for each D.G.sets.

- 22. The electrical socket of 5 Amp. for providing light to D.G. sets shall be made available by the HSC in the car parking upper basement near Gate No.6 / Guest House A-2, as the case may be. Any further extension (upto the satisfaction level of engineer-in-charge) shall have to be done by the contractor within the quoted rates. The electrical power thus taken shall be used free of cost for indication lights only. Contractor shall not be allowed to use electricity for heating, cooking, tea-making etc. In case such things come to the notice a suitable recovery may be deducted from the contractor's monthly bill. In this regard, the decision of the engineer-in-charge will be final and binding on the contractor.
- 23. If the generator fails to operate during power failure / low voltage, Rs.1500/- per occasion shall be deducted from the monthly bill. In addition the consequential damages to the equipments / items if any due to non-operation of D.G.sets shall also be borne by the contractor within the quoted amount and the decisions of the Engineer-in-charge shall be final in this regard.
- 24. The D.G.sets shall have to be insured and a copy of insurance documents shall have to be submitted to HSC account office by the contractor without charging extra.
- 25. The watch and ward and security of the D.G. sets with its accessories shall be of the contractor's responsibility and HSC will not be responsible for any loss to the contractor due to theft or malfunctioning of the machine and nothing extra will be claimed by the contractor.
- 26. The contractor shall have to keep necessary tools at site (with the operator) required for operation and maintenance of the D.G. sets to the satisfaction of the Engineer-in-charge failing which suitable amount may be recovered from the contractor's monthly bill and the same shall be binding to the contractor.
- 27. The contractor / his representative should be easily and readily available on phone / mobile for any communication.
- 28. The contractor will have to provide operation & maintenance services of the installations generally described in the tender documents. Any associated works and part of installations not specifically mentioned either in scope of work, schedule of work and in any other part of the agreement but found essential for functioning of the D.G. sets shall be deemed to be covered under the contract as an integral part of the proposed O&M.
- 29. Site order book and log books will be arranged and maintained by the contractor at site, wherein instructions will be recorded and reviewed.

- 30. Contractor / Supervisor / Engineer-in-charge of running, O&M of D.G. sets shall report to the designated officer of the HSC at least once a month or as and when required.
- 31. The contractor shall hand over the HSC's installation back to HSC on completion of the contract period, in site perfectly original working / functional condition.
- 32. Cleaning of D.G. sets, electrical panel boards etc. will be done daily so that the same remain neat, clean and free from dust.
- 33. Contractor shall be allowed free use of water and electricity required in the complex for bonafide use and performance of the contract.

#### 34. **STATUTORY REQUIREMENT**

- 34.1 It will be the responsibility of the contractor to get necessary grant / renewal of consent in respect of D.G. sets from DPCC / Statutory Body, if required. Other formalities, if any, connected for obtaining grant / renewal of consent from DPCC / Govt. of NCT of Delhi including payment of fees and metering etc. shall also be the responsibility of the contractor within the quoted amount and nothing shall extra be paid on this account.
- 34.2 Any compensation if levied by DPCC / Govt./NCT of Delhi on account of infringement / violation of regulations to meet the statutory requirement about the hired D.G. sets shall be borne by the contractor within the quoted rate and nothing extra shall be paid by the HSC in this regard.

#### 35. **PENALTY CLAUSE**

Non-availability of manpower / absence will attract a penalty as under:

- (i) D.G. Operator : Rs.700/- per shift.
- 36. During the entire contract period, the contractor shall coordinate with other agencies working inside or outside the building.
- 37. Any damage caused to the users due to the fluctuation of voltage / frequency of the supply from the D.G. sets shall be made good by the contractor. The decision of the engineer-in-charge in this regard shall be final and binding on the contractor.
- 38. The D.G.sets on hire are required on urgent basis and have to be made available, installed and commissioned within not more than 15 days from the date of issue of award of letter positively, failing which the work order / contract is likely to be cancelled without any notice.
- 39. All the material to be used at the site shall be got approved by the Engineer-incharge before use.

Form for Eligibility for the work of : Hiring including Operation & Maintenance of 1x125 KVA and 1x62 KVA D.G. sets with acoustic enclosures at Hudco Place, Andrews Ganj, New Delhi-110049.

	Detail of D.D./Pay Order No., date, Name of Bank :		
	amount furnished		
1.	Name of the Contractor/Agency	:	
2.	Nature of activities of the Organisation	:	
3.	Postal Address	:	
4(i)	Telephone No. (with STD Code No.)	:	
4(ii	) Name, designation and telephone No. Of contact/authorized person	:	
5.	Fax No.	:	
6.	E-mail (for official communication)	:	
7.	Legal status of individual/proprietary Firm/ Limited Co. (Documents to be enclosed)	:	
8.	List of completed works executed during the last 3 years in	n Annexure-3	

- 9. Financial details of the last three years i.e. 2015-16, 2016-17 & 2017-18 in Annexure-4
- 10. Copy of valid Registration Nos. of ESI, PF, PAN & GST
- 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.
- 12. Any other information considered necessary but not included above.

#### Annexure-3

List of completed works during last three years ending 31.03.2018 with amount per annum and clients addresses.

2015-16	2016-17	2017-18
( <b>Rs.</b> )	( <b>Rs.</b> )	( <b>Rs.</b> )

#### Annexure-2

#### **UNDERTAKING BY THE CONTRACTOR**

We have carefully gone through the various terms and conditions as listed/described above for the work of **Hiring including Operation & Maintenance of 1x125 KVA and 1x62 KVA D.G. sets with acoustic enclosures at Hudco Place, Andrews Ganj, New Delhi-110049** on monthly basis. We agree to all these conditions. We are making this after carefully reading the conditions and understanding the same in 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 of Agency\_\_\_\_\_

Phone No. (O) :\_\_\_\_\_

(M) :\_\_\_\_\_

e-mail address:\_\_\_\_\_

Place	:	
	•	

#### Annexure - 4

#### FINANCIAL INFORMATION

#### **Financal Analysis**

Details to be furnished duly supported by figures in balance sheet for the last three years duly certified by the Chartered Accountant (copies to be attached).

	2015-16 (a)	2016-17 (b)	2017-18 (c )	Average of last three years Turn over (a+b+c)/3
Col 1	Col 2	Col 3	Col 4	Col 5
Gross Annual				
Turn over				

Signature of Bidder (s)

Signature of Chartered Accountant with Seal

#### SCHEDULE OF WORK/BILL OF QUANTITIES

### Name of work : Hiring including Operation & Maintenance of 1x125 KVA and 1x62 KVA DG Sets with acoustic enclosures at HUDCO Place, Andrews Ganj, New Delhi

S.No.	Description of item	Qty.	Rate (Rs.)	Unit	Amount (per annum) (Rs.)
1(a).	Hiring of 1x125 KVA DG set with acoustic enclosure and accessories such as AMF/ Auto start panel board, incl. batteries etc. for Car parking & Pump House at HUDCO Place	12 Months		Each Month	
1(b).	Hiring of 1x62 KVA DG set with acoustic enclosure and accessories such as AMF/ Auto start panel board, incl. batteries etc. for A-2 Guest House at HUDCO Place	12 Months		Each Month	
2.	Operation & Maintenance of above D.G. sets round the clock in case of Mains supply failure/abnormal Voltage variation etc. as per requirement	12 Months		Each Month	
	Sub total				
3.	GST on item at S.No.1(a),, 1(b) and (2) @%				
	Total				
Amour	tt in words : Rs				
Amour	tt in figures Rs				

Contractor's signature, date with stamp

Category		Skilled (Rs.)
	Nos.	3 <sup>1</sup> / <sub>2</sub> Nos.
Minimum Wages		
PF @ 12% on Rs.15,000/-		
Admn. Charges of PF @ 1% on Rs.15,000/-		
ESI @ 4.75% on Minimum Wages, Leave		
and Bonus		
Leave payment for 2.25 days		
Uniform L.S.		
Bonus @ 8.33% on Minimum Wages		
Sub total		
Contractor's Margin @%		
Total		
GST		
Grand Total		
For one month		
Per Annum		

### Analysis for the Amount Quoted in the Tender

Signature of Contractor

<u>Note</u> : This proforma is the part of financial bid. The contractor should fill some value in the contractor's margin column, in case any bidder has kept column zero/blank in contractor's margin their bid shall out rightly be rejected.

#### Annexure-5

#### **CERTIFICATE**

- 1. All the Operation and Maintenance works have been carried out by us satisfactorily as per the terms and conditions of the contract.
- 2. All the staff was present through out the month of \_\_\_\_\_\_and the attendance register has been maintained at site and has been duly checked by Engineer of Habitat Services Centre as per terms and conditions of the contract.
- 3. Uniforms have been provided to all the workers.
- 4. Identity Cards have been provided to all the workers.
- 5. 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.

\_\_\_\_\_

Signature of Contractor

Date :

Stamp