

HABITAT SERVICES CENTRE

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

Phone: 011-41012223, 011-41754100

website: www.hscdelhi.in

Ref. HSC/AK/44/C/2021/574

Dated : 12.11.2021

Sealed tenders on Kilo-litre basis are invited by the Executive Director, Habitat Services Centre (HSC), HUDCO Place, Andrews Ganj, New Delhi -110049 from authorised water suppliers/ financially capable firms/contractors who are registered with Delhi Jal Board and have supplied water to Govt. Departments/PSUs/FIs/Corporate Sector satisfactorily (either of the following), during the last 7 years ending last day of month previous to the one in which applications are invited.

1. Three similar assignment of supply of water via tankers each costing not less than the amount equal to 40% of the estimated cost.
OR
2. Two similar assignment of supply of water via tankers each costing not less than the amount equal to 60% of the estimated cost.
OR
3. One similar assignment of supply of water via tankers costing not less than the amount equal to 80% of the estimated cost.

Note : Similar assignment means supply of water via tankers

Name of work : Supply of Water via movable tankers for common utility services such as Toilet , Pantries, Horticulture, Cleaning of complex area etc. at August Kranti Bhawan, Bhikaji Cama Place, New Delhi

Estimated Cost :Rs. 9,00,000/-

Supply period :Three Months

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. 12.11.2021

(11 AM to 4.00 PM)

Pre-Bid Meeting : 18.11.2021 at 2:00 p.m

Last date of Receipt of Tender upto 3.00 PM : On 26.11.2021

Date of Opening of Tenders at 3.30 PM : On 26.11.2021...

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 : Supply of Water via movable tankers for common utility services such as Toilet , Pantries, Horticulture, Cleaning of complex area etc. at August Kranti Bhawan, Bhikaji Cama Place, New Delhi

1. Sealed tenders on item rate basis are invited by the Executive Director, Habitat Services Centre (HSC), HUDCO Place, Andrews Ganj, New Delhi -110049 from authorised water suppliers/ financially capable firms/contractors who are registered with Delhi Jal Board and have supplied water to Govt. Departments/PSUs/FIs/Corporate Sector satisfactorily (either of the following), during the last 7 years ending last day of month previous to the one in which applications are invited :
 - i) Three similar assignment of supply of water via tankers each costing not less than the amount equal to 40% of the estimated cost.

OR
 - ii) Two similar assignment of supply of water via tankers each costing not less than the amount equal to 60% of the estimated cost.

OR
 - iii) One similar assignment of supply of water via tankers costing not less than the amount equal to 80% of the estimated cost.

Note: Similar assignment means supply of water via tankers.

2. The acceptance of a tender will be rest with the E.D HSC, who does not bind himself to accept the lowest tender, and reserves to himself the authority to reject any or all the tenders received, with the assignment of a reason. Tenders non fulfilling the prescribed conditions or incomplete in any respect, are liable to be rejected.
3. The details of estimated cost and tender fee are as under :

Estimated Cost	: Rs. 9.00 lakhs
EMD	: Bid Security declaration (Form – B)
Tender Fee	: Rs. 1,000/- (Non-refundable, inclusive of GST)

4. The Bidders shall be deemed to have full knowledge of the site conditions, whether inspected or not and submission of the tender by the Bidders shall imply that they have 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.

5. Mode of submission of Tender :

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 :

5.1 **PART-I**

Technical Bid shall consist of:

- (i) Copy of Registration of GST and PAN.
- (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 certificate, who are registered with MSME.
- (viii) Bid Security declaration in lieu of EMD (**FORM – B**).
- (ix) Copy of Delhi Jal Board valid Registration Certificate.

5.2 **PART-II (Price Bid):** The price bid should be filled in both in figures & words in appropriate column (**Annexure-V**).

5.3 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.

5.4 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

6. **Tender Opening**

6.1 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.

6.2 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.

6.3 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 or on other notified date.

6.4 Tender 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.

6.5 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.

6.6 Price Bid offer shall be opened only for technically qualified bidders on the notified date.

6.7 Bidders are advised not to deviate from tender conditions. Tender with conditions / deviations are liable for rejection.

6.6 A Bidder who 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.

7 After opening of bids, no communication from the Bidder shall be entertained unless formally asked for.

8. The tenderers are advised to see the site and familiarize themselves with the working conditions and description of work, before submitting tender.
9. On acceptance of the tender, the name of the accredited representative(s) of the contractors who would be responsible for taking instructions from the Engineer-in-charge or his nominee shall be communicated to the Engineer-in-charge.
10. 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. The tender fee is exempted for MSME registered bidders.
11. The MSME firms registered in NSIC under PP Policy are exempted from payment Tender fee for supply of goods and services only
12. 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.
13. The amount shall be quoted both in figures and words per Kilo Litre (KL) in the Performa prescribed at Annexure – V.
12. Power of Attorney, if any, in favour of authorized signatory shall be furnished with the tender.
13. The tender for the work shall remain valid for a period of 45 days from the date of its financial bid opening. If any Bidder withdraws his offer before this period, or before awarding 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 take necessary action as per Govt. norms.
14. **The initial period for supply of water is three months, which may be extended further depending upon requirement and satisfactory services provided by the supplier, on the same rates, terms and conditions.**
15. **The average approximate consumption of water per day is 100 KL.**
16. Notwithstanding any other provisions in this contract, 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 or in case any complained is received against the agency/proprietor regarding debar/inquiry under process/submission of false documents etc. under present/past tender(s), action shall be initiated as per Govt. norms.
16. The Bidders are requested to please regularly check the website for any corrigendum/addendum.
17. Supplier/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.

18. Any damage done by the supplier/contractor or his labour to the existing structure/fittings/fixtures shall have to be made good by the supplier/contractor, at his own cost.
19. 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.
20. If on check there are differences between the amount quoted by the supplier/contractor in words and in figures, the amount whichever is lower shall be considered for qualifying and payment purpose.
21. The supplier/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.
22. Before tendering, the supplier/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, vehicles 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.
23. Electricity shall be provided free of cost to the supplier/contractor, if required but contractor shall have to arrange cable from the nearest electricity point.
24. 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 within 5 days from the date of issue of the award letter in token of his acceptance and execute formal Agreement with the conditions of contract, specifications, enclosures etc. alongwith submission of Performance Security within 10 days from the date of issue of the award letter.
25. HSC have the rights, on its discretion, to inspect/verify the works executed/being executed, as given in the technical bid by the tenderer(s) before or after opening of financial bid.
26. The contractor shall submit a certificate along with each R.A bill on the Performa prescribed.
27. 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.
28. **Pre-bid Meeting** : A pre-bid meeting will be held on 18.11.2021 at 2:00 p.m at the office of Executive Director, Habitat Centre, HUDCO Place, Andrews Ganj. For any clarification or any doubt in respect of any condition of tender documents, queries if any, must be sent to the office of Executive Director, Habitat Centre, HUDCO Place, Andrews Ganj, New Delhi by 17.11.2021 via email on HSC or by post.

SECTION – II

GENERAL CONDITIONS AND CLAUSES OF CONTRACT

1. **Security Deposit:** Security deposit @ 2.5% of gross bill (excluding taxes) shall be deducted from each running payment made to the Contractor. The Security Deposit will be released after two months from completion of contract 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 Security (FORM-C)** The contractor shall have to submit an irrevocable Performance Security of 3% (Three percent) of the contract value from a Scheduled Bank within 10 days of issue of Work Order. This guarantee shall be in the form of Fixed Deposit Receipt/Bank Guarantee. The Performance Security shall initially be valid up to one year plus 60 days and required to be extended in case of extension of contract, accordingly. Performance Security shall be returned to the contractor after 60 days of satisfactory completion of the contract.
3. **Compensation for delay :** If the supply is delayed by the supplier, as per requirement of HSC then HSC has reserve the right to take supply from other vendor on the risk and cost of the supplier on this account a penalty @15% of the value of supply so for taken on the risk & cost of the supplier, shall be recovered from the running bill of the supplier.
4. **Extension of Contract :**The initial period for supply of water is **three months** which may be extended further depending upon requirement and satisfactory services provided by the supplier on the same rates, terms and conditions.
5. No interest shall be payable on any money due to the Contractor against security deposit, interim or final bills or any other payments due under this contract.
6. **Safety Code:** Contractor will ensure implementation of Safety Code as per General Conditions of Contract for CPWD/MCD/NDMC/NGT/DJB 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.
7. If Contractor fails to supply of water, then the supply of water will be taken through other Agency under the risk and cost of the Contractor, and amount will be deducted from the subsequent Bill of the Contractor along with penalty of Rs 2000/- per day.
8. The Contractor will have to make supply of water, in cooperation with other agencies working on the same site, according to the convenience of the other agencies, after fixing the programme with them.
8. 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.
9. Any extra/deviated supply other than required to be supplied at site, will be done only with prior approval of HSC.
10. **Supplier 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 Supplier, 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 Supplier's expenses.

11. **The Contractor shall at his own expenses, provide all the materials required for loading and unloading the water etc i.e electric cables, pumps (inclusive of diesel pump in case of power failure), hose pipe etc. required for the supply of water.**
12. All doubts/clarifications require if any, in the terms and conditions, technical specifications specified in this document including those not specifically indicated therein and Labour Laws, safety norms, quality assurance etc. shall be as per latest norms/guidelines of Govt. of India.
13. **Suspension / Cancellation of supply:** 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.
14. **Deviation / Variation in Quantities of Supply :** Quantities of supply of tanker may increase or decrease as per the site conditions. As a result of variations ordered, the quantities of supply may alter and could vary without any price adjustment.
15. The supplier has to arrange supply through piping, mechanically or manually through a suitable point, which shall be made available by HSC.
16. During the supply of tanker any damage done by the vehicle to any fitting, fixture, existing buildings or vehicles, the contractor shall be whole sole responsible person for the defect.
17. **Record of supply of Tankers**
 - (a) The contractor has to maintain a register and the respective challans of supply vehicle. The contractor has to ensure that the records are checked & verified by Engineer-in-charge every day.
 - (b) Supply of water shall be measured as per meter gauge reading indicated in the meter installed at AKB premises or quantity calculated by capacity of tankers/weight supplied, whichever is less.
 - (c) Actual supply done & recorded in measurement book will be paid as per the rates quoted in the price bid.
18. The contractor shall ensure the supply tanker are full to the brim during entry and are emptied properly such that there is no pilferage in water. If the same is found, necessary deduction from payment shall be made.
19. Contractor must ensure that the whole tanker is emptied while transferring of water from tanker to underground tanks such that the efficiency of transfer is achieved.
20. In any emergency, the supply of water tankers is to be made available within a period of 4 hours or as directed after the order is given.
21. **PAYMENT OF BILLS**

Payment will be made by HSC through e-payment/account payee cheque/RTGS to the Contractor on monthly basis or as decided by HSC on submission of bills alongwith the supporting documents/challans. No advance or any escalation on this account shall be considered.

22. 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 supply for any reason whatsoever and hence not require the whole or any part of the supply to be carried out, the Engineer-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 achieved as a consequence of the foreclosure of the whole or a part of the work.

23. **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.

24. TERMINATION OF CONTRACT

- 24.1 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.

- 24.2 HSC has reserve the right to discontinue the supply of water tanker at any time.

25. ARBITRATION :

- 25.1 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 supply of water 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.
- 25.2 The Arbitrator may from time to time with consent of the parties enlarge the time for making and publishing the award.
- 25.3 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.
- 25.4 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.
- 25.5 The venue of arbitration shall be within Delhi, such place, as may be fixed by the Arbitrator with his sole discretion within Delhi.
- 25.6 The award of Arbitrator shall be final, conclusive and binding on all parties to this contract.
- 25.7 The cost of arbitration shall be borne by the parties to the dispute as may be decided by the Arbitrator.

SECTION – III

Other Terms and Conditions

1. No interest shall be payable on any money due to the Contractor against security deposit, interim or final bills or any other payments due under this contract.
2. The Contractor shall supply water 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.
3. **Safety Measures:** During execution, 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, occupants / visitors and other users of the premises, as per CPWD/ Govt. of NCT norms.
 - a) 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) 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 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 supply of water 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 supply 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.
4. 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, 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 subjected 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.
5. If supply is suspended by reasons of rain, strike, lock-outs, or other causes, the Contractor shall take all necessary steps to regularise the same at any cost.
6. No compensation for cancellation / reduction of works: If, at any time after the commencement of work, the HSC 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 achieved in consequence of the foreclosure of the whole or part of the work.
10. The Contractor shall report to HSC on getting communication from HSC regarding any trouble within 4 hours and get the same rectified within reasonable time as directed by Engineer-in-Charge.
11. For use of electric power, if required, power shall be supplied to the Contractor free of cost at a place

nearer to work place. Cable shall be arranged by the Contractor at his own cost and safety precaution will be adhered to strictly.

12. **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.
13. Defective supply, sub standard supply or supply not done according to the one which is necessary shall be liable for summary rejection and shall not be measured and paid for. This shall be without prejudice for taking any other action against the Contractor in accordance with the terms and conditions of the contract.
14. 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.
15. The water tanker and driver of the tanker in which the supply is done should have proper insurance.

16. 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 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.

17. 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 for an 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.

18. TDS & PH of water shall be measured at site on regular basis (of each Tanker) and the same will be recorded in register.

19. If the TDS & PH of water are not found as per WHO/Indian Standards of water, the supply of that tanker will be cancelled & the agency will be warned immediately. (to be recorded) And if so, this

continues for more than 5 times the contract will be liable for cancellation.

- 20. The supply of water shall be measured via water meter installed (which would be rechecked with tankers supplied) near underground tanks. The same shall be recorded for payment purpose.**
- 21. Only good/Standard quality water shall be accounted for payment purpose.**
- 22. Test/Quality report of water tested from laboratory, will be asked to submit to the office (as and when required by Engineer-in-charge)**

Form of Eligibility : Supply of Water via movable tankers for common utility services such as Toilet , Pantries, Horticulture, Cleaning of complex area etc. at August Kranti Bhawan, Bhikaji Cama Place, New Delhi

Detail of E-Receipt/DD/PO : No. :and amount -----

Date -----, Name of Bank-----

furnished on:

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 :
(Documents to be enclosed)
8. Details of similar works executed during the last 7 years **ending last day of month previous to the one in which applications are invited in Annexure-II.**
9. Copy of Registration Nos. of GST & PAN.
10. Any other information considered necessary but not included above.
- 11, An Affidavit duly notarised on Rs 100/- stamp paper as mentioned in **FORM-A**
14. Bid Security declaration in **FORM-B.**
15. Copy of valid DJB registration certificate.

Signature of bidder(s)/contractor
Stamp

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

Name of work : Supply of Water via movable tankers for common utility services such as Toilet , Pantries, Horticulture, Cleaning of complex area etc. at August Kranti Bhawan, Bhikaji Cama Place, New Delhi

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

I/We have read and examined the notice inviting Tender, applicable Specifications, 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 **Supply of Water via movable tankers for common utility services such as Toilet , Pantries, Horticulture, Cleaning of complex area etc. at August Kranti Bhawan, Bhikaji Cama Place, New Delhi**

I/We have read the Tender for the execution of the work specified and in accordance in all respects with the specifications 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 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 if I/We fail to commence the work specified in the subject tender, the competent authority on behalf of HSC, without prejudice to any other right or remedy available in law initiate action as per Bid Security declaration submitted.

Dated

Signature of bidder/ contractor with stamp

UNDERTAKING BY THE CONTRACTOR

We have carefully gone through the various terms and conditions listed in the tender document for the work of **“Supply of Water via movable tankers for common utility services such as Toilet , Pantries, Horticulture, Cleaning of complex area etc. at August Kranti Bhawan, Bhikaji Cama Place, New Delhi.** 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 bidder/Contractor :

Address : _____

Seal of Agency _____

E-mail : _____

Phone No. (O) :

(R) : _____

(M) : _____

Place : _____

Dated : _____

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

2014-15 (Rs)	2015-16 (Rs)	2016-17 (Rs)	2017-18 (Rs.)	2018-19 (Rs.)	2019-20	2020-21	2021-22
Description and Amount of work	Description and Amount of work	Description and Amount of work	Description and Amount of work	Description and Amount of work	Description and Amount of work	Description and Amount of work	Description and Amount of work

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

Signature of the bidder/Contractor

Stamp

Certificate to be given with each bill

Name of work : Supply of water via movable tankers for common utility services such as toilet blocks, pantries, horticulture, cleaning & washing of complex etc. at August Kranti Bhawan, Bhikaji Cama Place, New Delhi.

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

UNDERTAKINGFORCORRECTNESSOFDOCUMENTS: 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 therefrom 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 : Supply of water via movable tankers for common utility services such as Toilet ,
Pantries, Horticulture, Cleaning & Washing of complex area etc. at August Kranti
Bhawan, Bhikaji Cama Place, New Delhi.**

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 three years 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 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' sliability 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 acclain is made in writing in ----- days after the date of expiry of this guarantee i.e.....we shall be relieved from all liabilities under this guarantee thereafter.

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

For and on behalf of Bank
WITNESS.

1. _____

2.-----

PERFORMA FOR FINANCIAL OFFER (PRICE BID)

Name of work : Supply of Water via movable tankers for common utility services such as Toilet , Pantries, Horticulture, Cleaning of complex area etc. at August Kranti Bhawan, Bhikaji Cama Place, New Delhi

Sl. No.	Description of item	Unit	Amount in Indian Rupees per KL (inclusive of all taxes and GST, if applicable)	
			In words	In figures
1.	Supply of water via movable tankers for common utility services such as toilet blocks, pantries, horticulture, cleaning & washing of complex area etc. at August Kranti Bhawan, Bhikaji Cama Place, New Delhi including loading from the source, transporting upto site, unloading at site, arranging cable, pump etc complete as per direction of Engineer-in-charge,for all leads & lifts to all heights & depths of the building.	KL (Kilo litre)		

Signature and Seal of Authorised Signatory of bidder

Name of Authorized Signatory

Company Name