



# INDIA HABITAT CENTRE

## TENDER DOCUMENT

FOR

MISCELLANEOUS CIVIL AND INTERIORS WORKS  
AT INDIA HABITAT CENTRE

**2014**

DIRECTOR OFFICE, CORE 5A, 6<sup>TH</sup> FLOOR, INDIA HABITAT  
CENTRE, LODHI ROAD, NEW DELHI-110003



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**INDIA HABITAT CENTRE**

**Works of Miscellaneous Civil and  
Interior Items  
2014**

**CONDITIONS OF CONTRACT**

Issued to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DIRECTOR OFFICE,  
INDIA HABITAT CENTRE,  
CORE 5A, 6<sup>TH</sup> FLOOR,  
LODHI ROAD, NEW DELHI-110003

Subject: **Notice Inviting Tender**

Sealed Tenders are invited on behalf of India Habitat Centre for Miscellaneous civil and interiors works at IHC Complex, Lodhi Road, New Delhi.

- 1 The Sealed tender shall be filled up in the prescribed Form only.
- 2 Tender for the work of: Works of Miscellaneous Civil and Interior works at IHC, Lodhi Road, New Delhi.
- 3 Estimate Cost : Rs 6000000/- only ( Rupee Sixty Lacs Only )
- 4 The bids are to be sent in two parts – one sealed envelope super scribed as ‘**Technical Bids**’ giving details in the format as per **Annexure- IV** and second envelope super scribed as ‘**Financial Bid**’ in the format at **Annexure- IX**. The two sealed envelopes as above will be placed in another sealed envelope super scribed as ‘**BID FOR MISCELLANEOUS CIVIL AND INTERIOR WORKS**’. The bids shall be signed by a person duly authorized on behalf of the bidder firm and shall be sent to:-

THE DIRECTOR  
INDIA HABITAT CENTRE  
CORE-5A, 6<sup>TH</sup> FLOOR  
LODHI ROAD, NEW DELHI 110003  
Ph. No. 011-43662054, 43662001, 43662008

Bid forms along with terms & conditions can be obtained from the office of the Director , India Habitat Centre, Core 5 A, 6<sup>th</sup> floor, Lodhi Road, New Delhi on submission of a DD/pay order /cash of Rs.1000/- (Non-refundable) drawn in favor of India Habitat Centre payable at New Delhi.

The bidders which download the tender documents from respective website shall have to submit cost of tender documents in the form of Pay order/Bank Draft in favor of India Habitat Centre.

The tender documents can be collected on all working days between 10.00 A.M. to 5.00 P.M. from **31<sup>st</sup> October ‘2014** onwards from the office of the Director, India Habitat Centre and bid documents can also be downloaded from India Habitat Centre **website [www.indiahabitat.org](http://www.indiahabitat.org)**.

- 1) Date of Pre Bid meeting at the office of Director, IHC **14<sup>th</sup> November’2014 at 3:00PM**
- 2) Last date of downloaded the Bid form  
website and sale of bids form **28<sup>th</sup> November’2014 at 5:00PM**
- 3) Last date & time for receipt of Bids forms **28<sup>th</sup> November ‘2014 at 5:00PM**
- 4) Date & time of opening of Technical Bids **28<sup>th</sup> November ‘2014 at 5:15 PM**

- 5) The sealed bid should be sent by registered post (A.D.) or by courier or handed over personally at Core 5A, 6<sup>th</sup> Floor, IHC, Lodhi Road, New Delhi. The sealed bids received after the **28<sup>th</sup> November '2014 at 5:00PM** shall not be entertained. The Technical bids will be opened on the same date **28th November '2014 at 5:15 PM** in the presence of the representatives of the bidders present.
- 6) **The date and time for opening of Financial Bids will be intimated to the bidders who will qualify the technical evaluation of their bids.**
- 7) **AN EARNEST MONEY (BID SECURITY)** of amount of **Rs 1, 50,000/- (Rupee One Lac Fifty Thousand Only)** shall be furnished along with the tender in the form of Demand Draft /Pay order of scheduled issue in favor of India Habitat Centre, payable at Delhi Nationalized/ Scheduled Bank in India along with tender. Any tender not accompanied with the aforesaid EMD shall be rejected and such tenderer will not be allowed to participate in the opening of the bids.
- 8) **Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the work. The quoted rates shall include the stringent of the working conditions at all heights, widths and depths and make themselves well aware of the lead/ lift of the materials, they may have to work with. The tenderer shall be deemed to have full knowledge of the site, whether he/she/they inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be paid for. Doubts / clarifications, if any, shall be clarified during the pre-tender meeting only.**
- 9) Tenderer should quote in figures as well as in words. The amount for each item should be worked out and the requisite totals given. Special care shall be taken to write rates in figures as well as in words and the amounts in figures only in such a way that interpolation is not possible. The total amount shall be written both in figures and in words. If the rates are not written in words, the tender may be rejected.
- 10) The India Habitat Centre reserves the right to accept or reject any / all bid(s), without assigning any reason. India Habitat Centre does not bind itself to accept the lowest or any other tender, and reserves to itself the authority to reject any or all of the tenders received and or sub-divide the tender without assignment of any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- 11) The India Habitat Centre reserve to themselves the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at his quoted rates.
- 12) A tenderer shall submit the tender which satisfies each and every condition laid down in this notice failing which, tender will be liable to be rejected. It may be noted that all the items shall be quoted. Incomplete tenders will be rejected

- 13) The validity of the tender(s) shall be up to 90(Ninety) days from the date of opening of the tender(s).
- 14) Completion Time: The time allowed for completion of work is 100 Days which shall be reckoned from the 7<sup>th</sup> day after the date of issue of the award letter.**
- 15) This notice of tender shall form part of the contract documents.**

DGM – SERVICES  
The Director office, Core- 5A, 6<sup>th</sup> Floor,  
India Habitat Centre, Lodhi Road,  
New Delhi-110003

**INSTRUCTION TO TENDERERS (ITB)**

**NAME OF WORK: MISCELLANEOUS CIVIL AND INTERIOR WORKS AT INDIA HABITAT CENTRE, LODHI ROAD, NEW DELHI**

**1. ELIGIBILITY CRITERIA**

- a. The bidder submitting the bid should have the experience of having successfully completed similar works (Civil & Interiors Works ) during last 4 years ending last day on month previous to the one of which applications are invited should be either of the following :
    - i. One similar work costing not less than 80% of the estimate cost in India i.e Rs 48 lacs or
    - ii. Two similar works costing not less than 60 % of the estimated cost in India i.e Rs. 36 lacs each or
    - iii. Three similar works costing not less than 40% of the estimated cost i.e Rs 24 lacs each
  - b. The bidder must have an average annual financial turnover on construction – civil and interior works during the last three years, ending 31<sup>st</sup> March of the previous financial year 31/03/2014 , should not be less than of 2 times more the estimated cost of project i.e Rs 1.20 crores.
2. The Tendered should have the Registered / Branch Office in Delhi / NCR.
  3. **The tender document will be given only to the contractors who shall valid EPF Code No. ESIC Registration Certificate as applicable, PAN No, Service Tax / Sales Tax/ VAT /WCT Registration No.**
  4. **The rates quoted shall include all the taxes currently prevailing at that point of time.** Taxes, levies, if levied by the statutory bodies over and above the existing one, during the tenure of the contract will not be considered.
  5. The defects liability period will be one year from the date of issue of the virtual completion certificate issued by the DGM- Services. The retention money shall be deducted from each Running Account Bill of the contractor @10% of the gross value of each Running Account Bill. Half of the retention amount shall be released within one month from the date of virtual completion certificate, provided the work is completed in stipulated time (or the extended time, if granted by the IHC). OR If work is not

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completed in the stipulated time, a deduction @ 10 % (of half of the retention money) per week of delay in handing over the work shall be made, subject to maximum of half of the retention money. The balance half of the retention money shall be refunded after satisfactory expiry of defects liability period, after adjusting amount, if any.

6. The mobilization advance @10% of the work order value will be given. In such a case, the Contractor shall execute an unconditional and irrevocable Bank Guarantee from a Scheduled Bank as specified by the DGM- Services, IHC, for the full value of advance before the release of payment of such advance to the Contractor
7. Recovery of same shall be made by deduction from the Running Bill on pro-rata percentage basis to the gross value of the work billed. The entire mobilization advance is to be fully recovered by the time (50%) Fifty percent of the gross value of the contract is executed and paid.
8. The quantities mentioned in the tender documents may vary as per actual site conditions. The contractors will be bound to carry out the works without any limit for deviations positive or negative. Any deviation in terms of specification, Quantities or otherwise shall be with written approval only before start the work. No item, which is not covered in the bill of quantities, shall be executed by the Contractor without the approval of the IHC. No payment shall be made of any Extra/ substituted item is carried out without specification and written approval and works done if they are not part of the work order the same will not be paid.

DGM – SERVICES

The Director office, Core- 5A, 6<sup>th</sup> Floor,

India Habitat Centre, Lodhi Road,

New Delhi-110003

**SPECIAL CONDITIONS OF THE CONTRACT**

**1. Copies of the following documents should be submitted along with the Technical Bid.**

- A) Annual Turnover - Audited Balance Sheet and Audit Report of last three financial years i.e. 2011-12, 2012-13 and 2013-14.
- B) Service Tax Registration Certificate.
- C) Registration Certificate of Firm/Agency/Organization.
- D) PAN No.
- E) ESI Registration
- F) EPF Registration
- G) DVAT Registration.

**2. Copies of the following documents should be submitted along with the Technical Bid**

- A. Tender Form
- B. Notice Inviting Tender, Annexure - I
- C. Instruction to Tenderers ( ITB ), Annexure - II
- D. Special Conditions of the Contract , Annexure – III
- E. Prequalification Bid , Annexure – IV
- F. Acceptance Letter, Annexure -V
- G. Standard General Conditions of Contract , Annexure – VI
- H. Additional Conditions of the Contract, Annexure – VII
- I. Declaration , Annexure - VIII
- J. EARNEST MONEY DEPOSIT (BID SECURITY):** The contractor shall deposit the earnest money of Rs. 1,50,000/- ( One Lakh Fifty Thousand Only ) in form of DD/Pay Order of a scheduled bank in favor of India Habitat Centre, payable at New Delhi along with the tender document.

**Note:**

- a) Tender not accompanied by Bid Security shall be out rightly rejected.
- b) Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
- c) Bid security of the successful bidder shall be returned on receipt of Performance Security by the IHC and after signing the agreement.



- d) Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.
- e) Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the IHC

**3. SUBMISSION OF TECHNICAL BID AND FINANCIAL BID:**

- a) The tender shall be submitted in sealed cover, consisting of separate Technical and Financial Bid for each work. This sealed cover shall contain Technical Bid and Financial Bid sealed in separate envelopes for each work. All the sealed envelopes shall be clearly marked with name of work and name of bidder.
- b) The bidder is expected to examine all instructions, Forms, Terms and Conditions in the tender document. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his bid.
- c) The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the tender document.
- d) The bids and all accompanying document shall be in English or in Hindi.
- e) The completed tender document must be submitted **28<sup>th</sup> November '2014 at 5:00PM** in the Director office of India Habitat Centre, Lodhi Road, New Delhi. Tenders received after the due date and time shall not be entertained.
- f) **Financial Bid:**
  - i. Bidder shall quote separately the **RATES AND AMOUNT** in Indian Rupees.
  - ii. Conditional bids/offers will be summarily rejected.
  - iii. The Financial Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder.
  - iv. The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.
  - v. **The sealed cover of Financial Bid separately for work should contain only the Price bid in original duly filled in figures and words.**
- g) All the sealed covers shall be addressed to The Director, India Habitat Centre, Core-5A, 6<sup>th</sup> Floor, Lodhi Road, New Delhi-110003
- h) The tenders shall remain valid and open for acceptance for a period of 60 days from the Last date of submission of tender.
- i) **Late and Delayed Tenders:-**

Bids must be received in the IHC at the address specified above not later than the date and time stipulated in the NIT. The IHC may, at its discretion, extend the deadline for submission of bids. Any bid received by the IHC after the deadline for submission of bids, as stipulated above, shall not be considered. No tender by fax or mail will be entertained.

**j) Bid Opening and Evaluation:-**

- i. The sealed cover of Financial Bid separately for work should contain only the price bid in original duly filled in figures and words.
- ii. The authorized representatives of the IHC will open the Technical Bids in the presence of the Bidders or their representatives who choose to attend at the appointed place and time.
- iii. The bid of any bidder who has not complied with one or more of the conditions will be summarily rejected.
- iv. IHC has reserve the right to verify the documents submitted.
- v. Conditional bids will also be summarily rejected.
- vi. The date and time for opening of Financial Bids will be intimated to the bidders who will be qualified the technical evaluation of their bids.
- vii. India Habitat Centre reserves the right to reject/cancel the tender at any time without assigning any reason. No correspondence in this regard shall be entertained.

**k) Right to accept any Bid and to reject any or all Bids:-**

- i. The IHC is not bound to accept the lowest or any other bid and may reject any or all the bids without assigning any reason.
- ii. The IHC may terminate the contract if it is found that the agency is black listed on previous occasions by any of the Govt. Deptt./Institutions/Local bodies/Municipalities/Public Sector Undertakings, etc.
- iii. The IHC may reject the Bid in the event that the Bid is accepted but the successful bidder fails to furnish the Performance Security or fails to execute the contract agreement.

**l) Award of Contract:-**

- i. The IHC, will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- ii. The IHC will communicate the successful bidder that his bid has been accepted. This letter (hereinafter and in the condition of contract called the “Letter of Offer”) shall prescribe the amount which IHC will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.
- iii. The successful bidder will be required to execute a contract agreement within a period of 07 days from the date of issue of Letter of Offer.

ANNEXURE IV (PAGE 11 TO 12)

PREQUALIFICATION BID – MISCELLANEOUS CIVIL AND INTERIORS WORKS AT IHC

**1. THE COMPANY**

a) Name \_\_\_\_\_

b) Regd. Address \_\_\_\_\_

c) Address of Office at Delhi/NCR \_\_\_\_\_

d) Contact Person's

i) Name & Design. \_\_\_\_\_

ii) Tel No. Landline \_\_\_\_\_ Mobile \_\_\_\_\_

iii) Email ID \_\_\_\_\_

2. PAN No. : \_\_\_\_\_

(Please enclose self-attested photocopy)

3. Service Tax Regn. No.: \_\_\_\_\_

(Please enclose self- attested photocopy)

4. EPF Registration No. \_\_\_\_\_

(Please enclose self-attested photocopy)

**5. ESI Registration No.** \_\_\_\_\_

**(Please enclose self- attested photocopy)**

**6. An average annual financial turnover** on during the last three years, ending 31<sup>st</sup> March of the previous financial year 31/03/2014, should not be less than of 2 times more the estimated cost of project i.e Rs 1.20 crores.

**2013-14** \_\_\_\_\_

**2012-13** \_\_\_\_\_

**2011-12** \_\_\_\_\_

**7. Experience of similar work in the field during the last three years**

( One similar work costing not less than 80% of the estimate cost in India i.e Rs 48 lacs or Two similar works costing not less than 60 % of the estimated cost in India i.e Rs. 36 lacs each or Three similar works costing not less than 40% of the estimated cost i.e Rs 24 lacs each )

- a) Please submit copies of documentary evidence e.g. work order and corresponding satisfactory job completion certificates from clients specifying value and period of work order

\_\_\_\_\_ enclosed (please specify)

**10. Earnest Money Details :**

**D.D. No.** \_\_\_\_\_ **Date** \_\_\_\_\_

**Amount - Rs.1, 50,000/-**

**Drawn on** \_\_\_\_\_

**Signatures of authorized signatory**

**Name** \_\_\_\_\_

**Designation** \_\_\_\_\_

**Seal:**

**ANNEXURE V (PAGE 13 TO 14)**

**(ON A STAMP PAPER of Rs.100/-)**

**ACCEPTANCE LETTER**

To

(Designation and Name of the concerned Department)

Name of the firm/Agency\_\_\_\_\_

Name of the tender\_\_\_\_\_ Due date: \_\_\_\_\_

Sir,

I/We hereby agree to abide by all terms and conditions laid down in tender document.

This is to certify that I/We before signing this bid I/We have read and examined the Notice Inviting Tender, Annexure – I, Instruction to Tenderers (ITB), Annexure – II, Special Conditions of the Contract, Annexure – III, Prequalification Bid, Annexure – IV, Standard General Conditions of Contract , Annexure – V, Additional Conditions of the Contract, Annexure – V, Specification applicable , Bill of Quantity and other documents and rules referred to in the conditions of the contract and all other contents in the Tender documents for the miscellaneous civil and interiors works at India Habitat Centre for Director office , Core 5A, 6<sup>th</sup> Floor , India Habitat Centre, Lodhi Road, New Delhi-110003.

I/We hereby Tender for the execution of the work specified and in accordance in all respects with the specifications, designs, 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.

Demand Draft for Rs. 1, 50, 000/- “India Habitat Centre”, payable at New Delhi is hereby submitted as earnest money. If I/We, fail to commence the work specified I/We agree that the India Habitat Centre shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the Tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered.

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

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

Dated .....

(Signature of the Bidder)

Name and Address of the Bidder.

Telephone No

**SECTION VI (PAGE 15 TO 29)**

**STANDARD GENERAL CONDITIONS OF CONTRACT**

**1.0 GENERAL**

The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of IHC and the contractor, together with the documents referred to therein including these conditions, the specifications, and instructions issued from time to time by the DGM-Services, IHC and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

**1.1** In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them.

**1.2 OTHER DEFINITIONS**

- a) DGM- Services means the officer designated by IHC for the work who shall supervise and be in-charge of the work from time to time.
- b) WORKS OR WORK: The expression works or work shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- c) CONTRACTOR OR BIDDER: The Contractor or Bidder shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- e) SITE means the lands and other places on, under, in or through which the works are to be executed or carried out and any other lands or places provided by IHC` or used for the purpose of the agreement.
- f) APPROVAL means approval in writing including subsequent written confirmation of previous verbal approval.
- g) WRITING means any manuscript typed written or printed statement under or over

signature and/ or seal as the case may be.

- h) MONTH means English Calendar month “Day” means a Calendar day of 24 Hrs each.
- i) CONTRACT VALUE means the sum for which the tender is accepted as per the letter of intent/ work order.
- j) LANGUAGE: All documents and correspondence in respect of this contract shall be in English Language.
- k) BILL OF QUANTITIES or SCHEDULE OF QUANTITIES means the priced and completed Bill of Quantities or Schedule of Quantities forming part of the tender.
- n) TENDER means the Contractor’s priced offer to IHC for the execution and completion of the work and the remedying of any defects therein in accordance with the provision of the Contract, as accepted by the Letter of Intent or Award letter, The word TENDER is synonymous with Bid and the word TENDER DOCUMENTS with “Bidding Documents” or “offer documents”.
- o) The headings in the clauses/conditions of tender documents is/ are for convenience only and shall not be used for interpretation of the clause/ condition.
- p) Words imparting the singular meaning only also include the plurals and vice versa where the context requires. Words importing persons or parties shall include firms and corporations and organizations having legal capacities.

## **2.0 SITE VISIT AND COLLECTING LOCAL INFORMATION**

Before tendering, the tenderer is advised to visit the site, its surroundings to assess and satisfy themselves about the local conditions such as working and other constraints at site, approach roads to the site, availability of water and power supply, application of taxes, duties and levies as applicable, nature of ground, soil and sub-soil condition, underground water table level, accommodations they may require etc. river regime, river water level , other details of river, steams and any other relevant information required by them to execute complete scope of work. The tenderer may obtain all necessary information as to risks, contingencies and other circumstances (insurgencies etc.) which may influence or affect their tender price. Tenderer shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all respect before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained/ payable by the IHC at a later date.



**2.1 ACCESS BY ROAD**

Contractor, shall familiar themselves with the time restrictions, as may have been imposed by the local government, for the entry and exit of the good vehicle.

**2.2. HANDING OVER AND CLEARING OF SITE**

2.2.1 The Contractor should note that area for construction may be made available in phases as per availability and in conjunction with pace of actual progress of work at site. The work may be required to be carried out in constrained situations. The work is to be carried out in such a way that the traffic, people movement, if any, is kept operative and nothing extra shall be payable to the contractor due to this phasing/sequencing of the work. The contractor is required to arrange the resources to complete the entire project within total stipulated time. Traffic diversion, if required, is to be done and maintained as per specification by the contractor at his own cost and the contractor shall not be entitled for any extra payment, whatsoever in this regard.

**3.0 SCOPE OF WORK**

- 3.1 The scope of work covered in this tender shall be as per the Bill of Quantities, specifications, instructions, orders issued to the contractor from time to time during the tendency of work.
- 3.2 The quantities of various items as entered in the “BILL OF QUANTITIES” are indicative only and may vary depending upon the actual requirement. The contractor shall be bound to carry out and complete the stipulated work irrespective of the variation in individual item specified in the bill of quantities.

**4.0 VALIDITY OF TENDER**

The tender for the works shall remain open for acceptance for a period of 60 (Sixty) days from the date of opening of Price Bid of Tenders. The earnest money will be forfeited without any prejudice to any right or remedy, in case the contractor withdraws his tender during the validity period or in case he changes his offer to his benefits which are not acceptable to IHC. The validity period may be extended on mutual consent.

**5.0 ACCEPTANCE OF TENDER**

The IHC reserves to itself the authority to reject any or all the tenders received without

assigning any reason. The acceptance of a tender shall be effective w.e.f. the date on which the telegram/ FAX / letter of intent / work order of acceptance of the tender is put in the communication by the IHC. IHC also reserves the right to Split the work among two or more parties at lowest negotiated rate without assigning any reason thereof. The contractor is bound to accept the portion of work as offered by IHC after split up at the quoted/ negotiated rates.

**6.0 MOBILIZATION ADVANCE**

6.1 Mobilization advance not exceeding 10 % of the value of the work awarded may be given, if requested by the Contractor in writing. In such a case, the Contractor shall execute an unconditional and irrevocable Bank Guarantee from a Scheduled Bank as specified by the DGM- Services, IHC, for the full value of advance before the release of payment of such advance to the Contractor.

**6.2 RECOVERY OF MOBILIZATION ADVANCE**

Recovery of such advance shall be made by deduction from the contractors bill on pro-rata percentage basis to the gross value of the work billed. The entire mobilization advance is to be fully recovered by the time (50%) Fifty percent of the gross value of the contract is executed and paid.

6.3 The mobilization advance bank guarantee shall be released progressively on recovery of the respective amount of Mobilization Advance, if so desired by the contractor.

**7.0 TIME PERIOD OF THE PROJECT**

7.1 The time allowed for carrying out the work will be fixed 100 days. No extension of time, beyond the stipulated time of the completion of the work will be allowed . Only duration of the work , if any unforeseen emergency/cause/ climatic will caused, then the extension of time, beyond the stipulated time of the completion of the work shall be given by DGM- Services, IHC, in writing to the contractor.

**8.0 DEFECTS LIABILITY PERIOD:**

The defects liability period will be one year from the date of issue of the virtual completion certificate issued by the DGM- Services.

**9.0 RETENTION MONEY**

The retention money shall be deducted from each Running Account Bill of the contractor @10% of the gross value of each Running Account Bill.

Half of the retention amount shall be released within Fifteen (15) Days from the date of virtual completion certificate. The balance half of the retention money shall be refunded after satisfactory expiry of defects liability period.

**10.0 MOBILIZATION OF MEN, MATERIALS AND MACHINERY:**

- 10.1 All expenses towards mobilization at site and de-mobilization including bringing in equipment, work force, materials, dismantling the equipments, clearing the site etc. shall be deemed to be included in prices quoted and no separate payment on account of such expenses shall be entertained.
- 10.2 It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipments, scaffoldings and safety, gadget, lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all jobs as per the specifications and within the schedule time of completion of work. Further, contractor shall also be responsible for obtaining temporary electric and water connection for all purposes. Beyond a point mutually agreed upon, at which the same shall be provided by IHC. The contractor shall also make standby arrangements for water & electricity to ensure un-interrupted supply.
- 10.3 It is mandatory for the contractor to provide safety equipments and gadgets to its all workers, supervisory and Technical staff engaged in the execution of the work while working. The minimum requirement (but not limited to ) shall be , safety helmets, Rubber hand gloves, face masks, safety nets, belts, goggles etc. as per work requirements. Sufficient nos. of these equipments and gadgets shall also be provided to IHC by the contractor at his own cost for use of IHC officials and/or workforce while working/supervision at site. No staff/worker shall be allowed to enter the site without these equipment's /gadgets.

The cost of the above equipments/ gadgets are deemed to be included in the rates quoted by the contractor for the items & works as per Bill of Quantities and contractor shall not be entitled for any extra cost in this regard. The above norm is to be strictly complied with at site. In case the contractor is found to be deficient in providing Safety Equipment's/ Gadget in the opinion of DGM-Services, IHC, the DGM-Services, IHC at his option can procure the same at the risk & cost of contractor and provide the same for the use of worksite and shall make the recoveries from the bills of the contractor for the same. The decision of the DGM-Services, IHC shall be final and binding on contractor in this regard.

- 10.4 All materials, construction plants and equipments etc. once brought by the contractor within project area, will not be allowed to be removed from the premises without the written permission of the IHC. Similarly, all enabling works built by the contractor for the main construction undertaken by him, shall not be dismantled and removed without the written authority of the DGM-Services, IHC.

**11.0 INCOME TAX DEDUCTION**

Income Tax deductions shall be made from all payments made to the contractor including advances against work done, as per the rules and regulations in force, in accordance with the Income Tax rates prevailing from time to time.

**12.0 TAXES AND DUTIES**

12.1 The rate quoted by the contractor shall be deemed to be inclusive of Sales Tax, Turnover Tax on Works Contract/ VAT or any similar tax as per the Sales Tax Act/ VAT Act applicable in the State and it shall not be reimbursed by IHC. Tax deductions at source shall be made as per laws prevalent in the State.

**13.0 RATES TO BE FIRM**

13.1 The rates quoted by the tenderer shall be firm, fixed and final for the entire period of completion and till handing over of the work. No revision in rates or any escalation shall be allowed on account of any increase in prices of materials, labour, POL and Overheads etc. or any other statutory increase during the entire contract period. (Including extended period).

13.2 The contractor shall be deemed to have inspected the site, its surrounding and acquainted itself with the nature of the ground, accessibility of the site and full extent and nature of all operations necessary for the full and proper execution of the contract, space for storage of materials, constructional plant, temporary works, restrictions on the plying of heavy vehicles in area, supply and use of labour, materials, plant, equipment and laws, rules and regulations, if any, imposed by the local authorities.

13.3 The rates and prices to be tendered in the bill of quantities are for completed and finished items of works and complete in all respects. It will be deemed to include all constructional equipments, labour, supervision, materials, transport, all temporary works, erection, maintenance, contractor's profit and establishment/ overheads, fabrication drawing(if required), staging form work, stacking yard, etc. all general risk, taxes, royalty, duties, cess, octroi and other levies, insurance liabilities and obligations set out or implied in the tender documents and contract.

**14.0 ESCALATION/ PRICE VARIATION**

No claim on account of any price variation/ Escalation on whatsoever ground shall be entertained at any stage of works. All rates as per Bill of Quantities (BOQ) quoted by Contractor shall be firm and fixed for entire contract period as well as extended period(including defect liability period), for completion of the works. No escalation/ price variation clause shall be applicable on this contract.

**15.0 INSURANCE OF WORKS ETC.**

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

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

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

**16.0 LABOUR SAFETY PROVISION**

The contractor shall be fully responsible to observe the labour safety provisions

**17.0 LAW GOVERNING THE CONTRACT**

This contract shall be governed by the Indian Laws for the time being in force.

**18.0 EMPLOYMENT OF PERSONNEL**

18.1 The contractor shall employ only Indian Nationals as his representatives, servants and workmen after verifying their antecedents and loyalty. He shall ensure that no personnel of doubtful antecedents and any other nationality in any way is associated with the works. The contractor must to deploy at least one number of Civil Engineer, Diploma in Civil engineering with minimum two year experience to supervise the works. The contractor shall not be entitled for any extra payment in this regard. The technical staff should be available at site, whenever required by IHC to take instructions.

18.2 The IHC shall have full power and without giving any reason to the contractor, immediately to get removed any representative, agent, servant and workmen or employees on account of misconduct negligence or incompetence or whose continued

employment may in his opinion be undesirable. The contractor shall not be allowed any compensation on this account.

**19.0 STORE**

19.1 IHC will provide a store for materials only.

**20.0 WATCHING AND LIGHTING**

The contractor shall at his own cost take all precautions to ensure safety of life and property by providing necessary barriers, lights, watchmen etc. during the progress of work as directed by DGM- Services, IHC.

**21.0 MINIMUM WAGES ACT**

The contractor shall comply with all the provisions of the minimum Wages Act, 1948, contract labour Act (R&A) 1970, and rules framed there under and other labour laws/local laws affecting contract labour that may be brought into force from time to time.

**22.0 MEASUREMENTS OF WORKS**

Unless otherwise mentioned in the bill of quantities the measurements of works shall be done as per CPWD specifications (as specified in Technical Specification of tender) and if the same is not given in the CPWD Specifications, the same shall be measured as per latest relevant BIS codes in force. The quantity of steel reinforcement and the structural steel sections incorporated in the work shall be measured & paid on the basis of standard coefficients of sections as per BIS Codes of practice.

All measurements and levels shall be taken jointly by the DGM-Services, IHC or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the DGM-Services and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurement recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the DGM-Services or his representative, IHC shall not entertain any claim from contractor or any loss of damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurement after the contractor or his authorized representative has been given a notice in writing 3 (three) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the DGM-Services or his representative shall be deemed to be accepted by the contractor.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurement and recording levels.

**23.0 PAYMENTS**

The bill shall be submitted by contractor, along with all the documents including the certified measurements. All running payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and/or accepted by IHC and shall not preclude the recovery for bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the Contract, or any part thereof, in this respect, or the accruing of any claim, nor shall it conclude, determine or affect in any way the powers of the IHC under these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise, or in any other way vary/ affect the contract. The final bill shall be submitted by the contractor within three months of the completion of work, otherwise IHC's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on contractor.

**24. WORKING SCHEDULE**

SOUTH BLOCK

FUNCTIONAL AREA : 8:00 AM to 8:00 PM

NON FUNCTIONAL AREA -BACK AREA : 8:00 AM to 8:00 PM

NORTH BLOCK:

CORES: Weekday - 08 PM TO 08 AM and Weekend or Holidays - Round the clock

Open Area (common public area) -08 PM TO 08 AM

Back Area – Round the clock

**WORK ON SUNDAYS, HOLIDAYS AND DURING NIGHT**

For carrying out work on Sunday and Holidays or during night, the contractor will approach the DGM- Services, IHC or his representative at least two days in advance and obtain his permission. The DGM-Services, IHC at his discretion can refuse such permission. The contractor shall have no claim on this account whatsoever. If working condition demand, the contractor shall make arrangements to carry out the work on Sundays, Holidays and in Night with the approval of DGM- Services at no extra cost to IHC.

Any time other than as mentioned above, if available, will be bonus time.

If the work is stopped during in working time or bonus time due to noise or other reason, the contractor will not have any claim.

**25.0 NO IDLE CHARGES TOWARDS LABOUR OR ETC.**

No idle charges or compensation shall be paid for idling of the contractor's labour, staff on any ground or due to any reason whatsoever. IHC will not entertain any claim in this respect.

**26.0 WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, & NECESSARY ORDERS ETC.**

The contractor shall execute the whole and every part of the work in the most substantial and work man like manner both as regards materials and other wise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design and instructions in writing in respect of the work assigned by the DGM- Services, IHC and the contractor shall be furnished free of charge one copy of the contract documents together with specifications..

The contractor shall comply with the provisions of the contract and execute the works with care and diligence and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works,

**27.0 GUARANTEE FOR THE SPECIALISED WORKS**

Wherever provision for submission of a guarantee has been advised, the same shall be submitted from the specialized agency along with a counter guarantee by the main contractor engaged for the work. The guarantee shall be furnished on a non-judicial stamp paper of appropriate value. If the contractor is required to submit guarantee/ guarantees for any item/items for a period of more than 12 months, the guarantee/ guarantees in case of those items shall remain valid even after expiry of the defect liability period of 12 months as stipulated in the contract.

**28.0 DIRECTION FOR WORKS**

28.1 All works to be executed under the contract shall be executed under the direction and subject to approval in all respect of the DGM-Services, IHC, who shall be entitled to direct at what point or points and in what manner works are to be commenced and executed.

28.2 The DGM-Services, IHC and his representative shall communicate or confirm their instructions to the contractor in respect of the execution of work during their site inspection in a "Works Site Order Book" maintained at the site office of Engineer-in-Charge. The contractor or his authorized representative shall confirm receipt of such instructions by signing against the relevant orders in the book.



**29.0 TIME SCHEDULE & PROGRESS**

- 29.1 Time shall be the essence of the contract and contractor shall ensure the completion of the entire work within the stipulated time of completion.
- 29.2 The contractor shall also furnish within 07 days of date of letter of intent/ Work order, a CPM network/ PERT chart/ BAR CHART for completion of work within stipulated time. This will be duly got approved from DGM-Services, IHC.
- 29.3 It will be must to deploy at least one numbers of Diploma Holder in Civil with minimum experience of 1 year to supervise the work by the successful bidders.
- 29.4 Contractor shall mobilize and employ sufficient resources for completion of all the as indicated in the agreed BAR CHART/ Network. No additional payment will be made to the contractor for any multiple shift work or other incentive methods contemplated by him in his work schedule even though the time schedule is approved by the DGM-Services, IHC.

**30.0 MATERIALS TO BE PROVIDED BY THE CONTRACTOR**

The contractor shall, at his own expense, provide all materials, required including Cement & building materials the works.

The contractor is responsible for the timely delivery of material at site, with regular follow ups. The DGM-Services, IHC shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the DGM-Services, IHC shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The DGM-Services, IHC shall also have full power to require other proper materials to be substituted thereof and in case of default, the DGM-Services, IHC may cause the same to the supplies and all costs which may require such removal and substitution shall be borne by the contractor.

**31.0 SCHEDULE OF QUANTITIES / BILL OF QUANTITIES**

- 31.1 The quantities mentioned in the tender documents may vary as per actual site conditions. The contractors will be bound to carry out the works without any limit for deviations positive or negative. Any deviation in terms of specification, Quantities or otherwise shall be with written approval only before start the work. No payment shall be made of any Extra/ substituted item is carried out without specification and written approval and works done if they are not part of the work order the same will not be paid.
- 31.2 All items of work in the bill of quantities / schedule of quantities shall be carried out as per the CPWD (as the case may be) specifications and instructions of the DGM-Services,

IHC and the rates shall include for supply of required materials including proper storage, consumables, skilled & unskilled labour, supervision and tools, tackles, plant & machinery complete as called for in the detailed specifications and conditions of the contract. No item which is not covered in the bill of quantities shall be executed by the Contractor without the approval of the IHC. In case any Extra/ substituted item is carried out without specification and approval, the same will not be paid.

## **32.0 MATERIALS AND SAMPLES**

32.1 The materials/ products used on the works shall be one of the approved make/brands out of list of manufacturers/ brands/ makes given in the tender documents. The contractor shall submit samples/specimens out of approved makes of materials/products to the IHC for prior approval.

In exceptional circumstances IHC management may allow alternate equivalent makes/ brands of products/materials at his sole discretion. The final choice of brand/make shall remain with the IHC, whose decision in this matter shall be final and binding and nothing extra on this account shall be payable to the Contractor.

In case single brand/ make is mentioned, other equivalent makes/ brands may be considered by the IHC with prior approval. In case of variance in CPWD/ IS Specifications from approved products/ makes specification, the specification of approved product/ make shall prevail for which nothing shall be paid extra to the Contractor.

In case no make or brand of any materials, articles, fittings and accessories etc. is specified, the same shall comply with the relevant Indian Standard Specifications and shall bear the ISI/ BIS mark. The DGM-Services, IHC shall have the discretion to check quality of materials and equipment to be incorporated in the work, at source of supply or site of work and even after incorporation in the work. They shall also have the discretion to check the workmanship of various items of work to be executed in this work. The contractor shall provide the necessary facilities and assistance for this purpose.

33.2 The base rate of material shall be excluded of contractor's profit, overheads and carriage but include octroi, royalty, sales tax (VAT) etc.

33.3 The above provisions shall not absolve the contractor from the quality of final product and in getting the material and workmanship quality checked and approved from the DGM-Services, IHC

33.4 The contractor shall well in advance, produce samples of all materials articles, fittings, accessories etc. that he proposes to use and get them approved in writing by IHC. The materials articles etc. as approved shall be labeled as such and shall be signed by

IHC and the contractor's representative.

- 33.5 The approved samples shall be kept in the custody of the DGM-Services, IHC till completion of the work. Thereafter the sample except those destroyed during testing shall be returned to the contractor. No payment will be made to the contractor for the samples or samples destroyed in testing.
- 33.6 The brands of all materials, articles fittings etc. approved together with the names of the manufacturers and firms from which supplies have been arranged shall be recorded in the site order book.

## **34.0 SPECIFICATIONS**

### **CIVIL AND INTERIOR WORKS**

All the works shall be carried out as per specifications mentioned in the BOQ and as per C.P.W.D Specification Volume I and II with up-to-date correction slips are issued from time to time. All the materials to be used are as per approved list of material attached with the TENDER. However standard specification shall be come in force in case specifications are not clear. It is proposed to follow a good standard of Civil Engineering construction and use the best material for the work. Although the Director, IHC's decision shall be final and binding.

## **35.0 CO-ORDINATION WITH OTHER AGENCIES**

Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the contractor. Proper co-ordination with other agencies will be contractor's responsibility. In case of any dispute the decision of ihc shall be final and binding on the contractor. No claim whatsoever shall be admissible on this account.

## **36.0 NOTICE BEFORE COVERING UP THE WORK**

The contractor shall give not less than three days notice before covering up or otherwise placing beyond the reach of measurement any work, to the DGM-Services, IHC in order that the same may be inspected and measured. If any work is covered up or placed beyond the reach of inspection/measurement without such notice or his consent being obtained the same shall be uncovered at the contractor's expenses and he shall have to make it good at his own expenses.

## **37.0 ALTERATION IN SPECIFICATION**

The DGM-Services, IHC shall have power to make any alterations in, omissions from, additions to or substitutions for, the original specifications and instructions that may appear to him to be necessary during the progress of the work, and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by DGM-Services, IHC and such alterations, omissions, additions, or substitutions shall not invalidate the contract and any altered, additional or substituted

work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work, and the certificate of the DGM-Services, IHC shall be conclusive as to such proportion

### **38.0 DEFECTS LIABILITY PERIOD**

The contractor shall be responsible for the rectification of defects in the works for a period of twelve months which shall be reckoned from the date of successful completion of trial running period of three months after completion of works. Any defects discovered and brought to the notice to the contractor forthwith shall be attended to and rectified by him at his own cost and expense. In case the contractor fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by DGM-Services, IHC at the cost and expense of the contractor.

### **39.0 FINAL CERTIFICATE AND PAYMENT**

On completion of the work, the contractor shall be furnished with a certificate by the Employer of such completion, nor shall the work be considered completed until the contractor shall have removed from the premises on which the work shall be executed all scaffolding surplus materials and rubbish and cleaned of the dirt from all work executed. The final bill shall be accompanied by a certificate of completion from the Employer. Payments of final bill shall be made after deduction of Retention Money which sum shall be refunded after the completion of the Defects Liability Period after receiving the Employer's certificate that the contractor has rectified all defects to the satisfaction of the Employer. The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respect of

### **40.0 CLOSING OF CONTRACT**

The Final bill shall be submitted within 30 days from the date of virtual completion of the work. It is also a term of the contract that if the contractor does not raise any claim in writing within 90 days from the date of cancellation, termination, completion or abandonment, the claim of the contractor shall be deemed to have been waived and absolutely barred and "India Habitat Centre" shall be discharged and released of all its liabilities under the contract in respect of the claims. This contract shall be deemed to have closed on settlement of Final Bill for the work.

**SECTION- VII**

**41.0 ADDITIONAL CONDITIONS OF THE CONTRACT**

- 41.1 TENDERER shall have to take all the necessary precautions to ensure that NO disturbance is caused to the ongoing activities of the centre. The tenderer shall also ensure that NO damage is caused to the vehicles parked in the premises because of work and also No damage is caused to any gadget as may have been installed in the working areas. Any claim for the repair of the damage if made by the owner shall be paid by the tenderer.
- 41.2 The tenderer shall provide necessary barriers, warning signal and other safety measures conforming to National Building Code of India -2007, Reference: Construction Practice and Safety part -7, so to avoid accidents.
- 41.3 The tenderer must ensure that all the malba /debris (unserviceable materials) be cleaned every day and shall be taken out daily basis /or one load i.e 150 cft.
- 41.4 The tenderer shall be responsible towards any damage of underneath floor or existing waterproofing – Raft, basement roof, retaining wall, terrace, planters and others during the execution. Any fine for or because of the damage of waterproofing shall be borne by tenderer. In this regard, the decision of the DGM-Services, IHC shall be final and binding on to the tenderer.
- 41.5 You shall take all the necessary precautions to ensure that adequate safety measures are in place to avoid any damage or accident to either your own manpower or to third party. In case of any accident of damage, you shall indemnify IHC against any such claim.

**SECTION VIII**

**42.0 DECLARATION**

I/We have inspected the site of works and have made me/us fully acquainted with the local conditions in and around the sites of works. I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, General Conditions of Contract, Technical Specifications and understood the same and on the basis of the same I/We quoted our rates in the schedule of quantities attached with the tender documents. I/We shall also uniformly maintain such progress with the work, as may be directed by the Employer/Architects to ensure completion of same within the target date as mentioned in the tender document.

Signature of Tenderer and Name

Company Stamp Seal

Address:

Date: