

ANNUAL CIVIL MAINTENANCE

TENDER DOCUMENT

FOR

Annual Civil Maintenance

OF

NIHFW Munirka, New Delhi-110 067.

PROJECT MANAGEMENT CONSULTANT:

**NATIONAL PROJECTS CONSTRUCTION
CORPORATION LIMITED
PLOT NO.67-68,
SECTOR-25,
FARIDABAD,
HARYANA-121 004.**

1. **Name of the contractor** :

2. **Date of Receipt of application** :

For Issue of Tender

3. **Tender issued on** :

4. **Date of receipt of tender** :

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PROJECT MANAGER
NIHFW UNIT,MUNIRKA,
NEW DELHI-110 067.



NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED
(A GOVT. OF INDIA ENTERPRISE)

N.I.T. No.:254/NIHFW/301E

Dated: 2.02.2012

NOTICE INVITING TENDER

M/s. National Projects Construction Corporation Limited (A Govt. of India Enterprise) on behalf of National Institute for Health and Family Welfare, Baba Gangnath Marg, Munirka, New Delhi-110 067 invites sealed tenders from reputed and resourceful contractors registered with CPWD or any other Government Department/Undertaking for the under mentioned works in (03) three envelop systems:

Name of work	Tender for Annual Civil Maintenance of NIHFW Munirka, New Delhi-110 067.
Estimated Cost	Rs. 27.70 Lac (Approximately)
Time period	12 months
E.M.D.	Rs. 70000/- (Rupees Seventy thousand only) inform of DD/FDR, valid for 90 days in favour of NPCC Limited.
Cost of Tender documents	Rs. 2000/- (Rupees Two thousand only) in cash (Non-refundable)
Sale of Tender documents	03.02.2012 to 13.02.2012
Last date of submission of Tender documents	14.02.2012 upto 3.00 PM
Opening of Technical Bid	14.02.2012 at 3.30 PM

- i) Separate envelope (s) should be subscribed as “EMD”, “Technical Bid”, and “Price Bid” and all three envelopes shall be in one envelope mentioning name of work and address of applicant/bidder.
- ii) Tender without requisite EMD shall be rejected out rightly.
- iii) Tender document may be obtained from the office of the Project Manager, NPCC Ltd., NIHFW Unit, Baba Gangnath Marg, Munirka, New Delhi-110 067 between 11.00 AM to 4.00 PM from 03.02.2012 to 13.02.2012 during working hours.
- iv) The tender documents is available at NPCC website www.npcc.gov.in for viewing only.
- v) Tenderers are required to get the tender documents issued from the office of the undersigned before submitting competitive offer. No tenderer would be allowed to submit the down loaded filed tender document. The tender documents which are issued from the office will only be entertained.
- vi) The date of opening of Price Bid will be intimated to the qualified agencies separately.
- vii) Interested agencies should apply in writing.
- viii) Amendment/Corrigendum if any shall be hoisted on NPCC website only.

The details can be seen at our website www.npcc.gov.in.

PROJECT MANAGER
NIHFW UNIT, MUNIRKA,
NEW DELHI-110 067.
Mob-7838131303
Tele(O)-26167639
011-26165959 Extn: 138

CRITERIA FOR TECHNICAL & FINANCIAL QUALIFICATIONS

1. The yearly turnover of the agency should not be less than Rs.30.00 lacs (Rupees Thirty lacs only) copy of the last three years **Balance Sheet needs to be enclosed.**
2. The agency who have earlier worked with Govt. Department/PSU's would be preferred **(supporting documents are to be enclosed).**
3. The agency should have EPF Code No. or demonstrate its willingness to obtain the same after award of work
4. The agency should have a valid registration no. in proper category sales tax, service tax, ESIC & DVAT etc. **(supporting documents are to be enclosed).**
5. The agency should have sufficient & qualified/experienced technical men power resources. **List to be enclosed.**
6. The agency should have a solvency of Rs. 30.00 lacs
7. The agency should have executed single work for an amount not less than Rs. 21.00 lacs. Two works costing Rs. 18.00 lacs and three works costing Rs. 12.00 lacs of similar nature during last three years **(the supporting documents are to be enclosed).**
8. The agency should be registered with CPWD or any other govt. deptt. for Civil Maintenance Services **(supporting documents are to be enclosed).**
9. The earnest money deposit of Rs. 70000/- only in the shape of Demand Draft/FDR of any nationalized bank/scheduled bank in favour of M/s. NPCC Ltd., payable at New Delhi should be submitted in a separate envelope in which EMD should be written. Tender not accompanied by earnest money shall be rejected outrightly. Earnest money in any other form is not acceptable.

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INFORMATION & INSTRUCTIONS FOR TENDERERS

1. The details of work to be carried out and its scope is given in the tender document which also indicate a brief description of the Annual Operation and routine maintenance works. The tenderers are advised to study the same carefully before tendering and they shall be deemed to have fully acquainted themselves with the same.
- 2.1 The tenderers, in their own interest, are also advised to inspect and examine the site and its surrounding and satisfy themselves before submitting their tenders in respect of the site conditions including, but not restricting to, the following which may influence or effect the work or cost thereof under the contract.
 - a. Site conditions including access to the site, existing and required roads and other means of transport/communication for use by him in connection with the work.
 - b. All other information pertaining to and needed for the work including as to the risks, contingencies and other circumstances which may influence or affect the work or the cost hereof under this contract.
- 2.2 The tenderers should note and bear in mind that the Corporation shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge, as aforesaid, on the part of the tenderers shall be at their risk and cost and no charges or claims what-so-ever consequent upon the lack of any information, knowledge of understanding shall be entertained or payable by the Corporation.
3. The offer should be valid for 45 (forty five) days from the date of opening of the tender.
4. The tender should be submitted in the prescribed form and the same should be signed properly as laid down hereunder:
 - a) If the tender is submitted by an individual, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.

- b) If the tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above their full name and current business addresses, or by a partner holding the power of attorney for the firm by signed the tender in which case a certified copy of the power of attorney shall accompany the tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the tenders.
 - c) If the tender is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
 - d) All witnesses and sureties shall be persons of status and their full names, occupations and addresses shall be stated below their signatures.
 - e) The tender for the works shall not be witnessed by a tenderer or tenderers who himself/themselves has/have tendered or who may and has/have tendered for the same works. Failure to observe this conditions shall render the tender of the tenderer, tendering as well as of the witnessing the tender liable to rejection.
- 5.
- a) If during the tender validity period, the tenderer withdraws his tender the earnest money deposit shall be forfeited.
 - b) The earnest money deposit will be returned to the unsuccessful tenderers after expiry of validity period or on finalization of tender whichever is earlier.
6. The rates shall be written both in words and in figures. Tenderer shall also show the total of each item, the total of each schedule and the grand total of the whole contract, corrections if any, shall be made by crossing out,

initialing, dating and rewriting. In case of conflict between the figures and words in the rates, the later shall prevail.

7. The Corporation shall have the right of rejecting all or any of the tenders and split the work between two or more parties or may reduce the scope of work and also will not be bound to accept the lowest or any tender and Corporation's decision in this regard shall be final and binding on all tenderers.
8. Tenders will be opened in the presence of tenderers who may be present at the time of opening of tender. Corporation's Officers will on opening of tenders of the absentee tenderer, prepare a statement of the attested and unattested corrections in the tender over their signatures, such a list shall then be binding on the absentee tenderer.
9. The tenderers shall not be entitled during the period of validity of their offers, to revoke or with draw their tenders or vary any terms in regard thereof without the consent of the Corporation in writing. The tenderer shall get his earnest money paid alongwith the tender forfeited for any violation of this clause.
10. If the tenderer fails to commence the work given in the scope of work within two days from the date of issue of written tender to commence the work, the Corporation shall have a right to forfeit the earnest money deposited by the tenderer absolutely without prejudice to other rights and remedies available with Corporation.
11. The 'Notice Inviting Tender' and this 'Information and Instructions for Tenderer' shall form part of the Tender documents.

12. Any addendum/corrigendum issued before the date of opening of tender will form part of tender documents.

13. Intending tenderers should visit the site, satisfy themselves regarding the site conditions, location of site, access roads to the site and collect all relevant information required before tendering for the work. The tenderer shall be deemed to have full knowledge of the site, specifications and no excuse as regard to want of information or clarification shall be considered after the tender has been received.

Date: _____

Signature of the Contractor.

Witness:

Name :

Address :

Occupation :

DECLARATION

The Project Manager
N.P.C.C. Limited
NIHFW Unit
Baba Gangnath Marg
Munirka

New Delhi-110 067

I/We have read/examined the following tender documents relating to the work of Annual Operation and maintenance service contract for the Porta Cabins, DG Sets and other misc. works at ICMR HQ Office, Ansari Nagar, New Delhi-29.

- a) Notice Inviting Tender
- b) Information & Instructions for Tenderers
- c) Declaration and Warranty form
- d) General conditions of the contract
- e) Special conditions of the contract
- f) Scope of work
- g) Schedule of quantities along with additional terms & conditions.

I/We hereby, tender for Annual Operation And Routine Maintenance Works referred to the documents mentioned above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance with the details given therein and at the rates contained in schedule of quantities within the period of completion as given in the Notice Inviting Tender and subject to such terms and conditions as stipulated.

I/We agree to keep this tender open for acceptance for 45 days from the date of opening thereof and also agree not to make any modification in the terms and conditions of our own accord.

A sum of **Rs. _____lacs** is hereby forwarded in the form of demand draft as earnest money.

I/We agree that if I/We fail to keep the validity of tender, open, as aforesaid or make any modification in the terms and conditions of my/our tender on our own accord and/or after the acceptance of our tender if I/We fail to commence the annual operation and routine maintenance works, as provided in the document referred to in paragraph-I above. I/We shall become liable for forfeiture of my/our earnest money, as aforesaid, and the Corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, should this tender be accepted. I/We agree to abide by and fulfill the terms & conditions and provisions of the above mentioned tender documents.

I/We certify that the tender submitted by me/us strictly in accordance with the terms and conditions, specifications etc. as contained in your tender documents, referred to in Paragraph-I above, and it is further certified that it does not contain any deviations to the aforesaid document.

WITNESS _____

Signature in the capacity of

Date : _____

*Duly authorized to sign the tender on
Behalf Of the (in Block Letters)*

Address: _____

Date _____

Postal Address _____

Telegraphic Address _____

WARRANTY FORM

M/s. _____ having its registered office at _____ (hereinafter referred to as the contractor) having carefully studied all the documents, specifications, drawings etc. pertaining to the contract for works of **Annual Operation and routine maintenance at NIHFW Munirka, New Delhi-110 067** and the local and site conditions and having undertaken to execute the said works.

DO HEREFY WARRANTY THAT

1. The contractor is familiar with all the requirements of the contract.
2. The contractor has investigated the site and satisfied himself regarding the character of the work and local conditions that may affect the work or its performance.
3. The contractor is satisfied that the work can be performed and completed as required in the contract.
4. The contractor accept all risks directly or indirectly connection with performance of the contract.
5. The contractor has had no collusion with other contractors, with any of the men of the Engineer-in-charge or with any other person in Deptt. _____ to execute the said works according to the terms and conditions of _____ the contract.
6. The contractor has not been influenced by any statement or promise of the Deptt. of Engineer-in-charge but only contract documents.
7. The contractor is financially solvent.
8. The contractor is experienced and competent to perform the contract to the satisfaction of the Engineer-in-charge.
9. The statement submitted by the Contractor is true.
10. The contractor is familiar with all general and special laws, acts, ordinance, rules and regulations of the municipalities, district, state and central Govt. That may affect the work, its performance or personnel employed therein.

Date:

For & on behalf of the Contractor

GENERAL CONDITIONS

1. The contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that the India Official Secrets Act, 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such works under the contract.

2. **Works to be carried out:** The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment and transport which may be required in preparation of and for and in the full and entire execution of the annual operation and routine maintenance works. The description given in the schedule of quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage carrying in return of empties, setting, fitting and fixing in position and all other labour necessary in and for the full and entire work of annual operation and routine maintenance work as aforesaid in accordance with good practice and recognized principles.

3. **Discrepancies and Adjustment of Error:** The several documents forming the contract are to be taken a mutually explanatory of one another.

4. All compensation or other sums of money payable by the contractor under the terms of this contract or any other contract or any other account what-so-ever may be deducted from or paid by the sale of a sufficient part of his security deposit or from any sums which may be due or may become due to the contractor by Corporation on any account what-so-ever and in the event of his security deposit being reduced by reasons of such deduction or sale as aforesaid, the contractor shall within fourteen days of receipt of notice of demand from the Engineer-in-charge make good the deficit.

4.1 **Refund of Security Deposit:** The amount deducted on account of 10% security deposit from the bills shall only be refunded to the contractor after all the defects pointed out to the contractor during defect liability period/maintenance period get rectified or after the payment of final bill whichever is later.

4.2 No interest shall be payable to the contractor against security deposit furnished/ recovered from the contractor, by the Corporation.

5. **Material: a)** The contractor shall at his own expenses, provide all materials required for the works.

a) All materials to be provided by the contractor shall be in conformity with the specifications laid down in the contract and the contractor shall, if requested by the Engineer-in-charge, furnish proof to the satisfaction of Engineer-in-charge that the materials so comply.

b) The contractor shall, at his own expense and without delay, supply to the Engineer-in-charge samples of materials proposed to be used in the works. The Engineer-in-charge shall within seven days of supply of samples or within such further period as he may require intimate to the contractor in writing, whether samples are approved by him or not. If sample are not approved, the contractor shall forthwith arrange to supply to the Engineer-in-charge for his approval fresh samples complying with the specifications laid down in the contract.

c) The Engineer-in-charge shall have full powers to require removal of any or all the materials brought to site by the contractor which are not in accordance with the contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the contractor in removing rejected materials the Engineer-in-charge shall be at liberty to have them removed by other means. The Engineer-in-charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the contractor refusing to comply, he may cause the same to be

supplied by other means. All costs, which may attend upon such removal and/or substitution shall be borne by the contractor.

d) Subject as hereinafter provided in condition all charges on account of octroi, terminal or sales tax and other duties on materials obtained for the works from any source (excluding materials supplied by the Corporation) shall be borne by the contractor.

B) General: Materials required for the work, whether brought by the contractor or supplied by the Corporation, shall be stored by the contractor only at places approved by the Engineer-in-charge. Storage and safe custody of material shall be the responsibility of the contractor.

i) Corporation's officials concerned with the contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works either on the site or at factory or workshop or other place (s) where such materials are assembled, fabricated, manufactured or at any place where these are lying or from which these are being obtained and the contractor shall give such facilities as may be required for such inspection and examination.

ii) All materials brought to the site shall become and remain the property of the Corporation and shall not be removed from the site without the proper written approval of the Engineer-in-charge. But whenever the works are finally completed and advance, if any, in respect of any such material is fully recovered, the contractor shall at his own expense forthwith remove from the site all surplus materials originally supplied by him and upon such removal, the same shall become the property of the contractor.

6. **Nuisance:** The contractor shall not at any time do, cause or permit any nuisance on site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the site and to the public generally.

7. The Engineer-in-charge or his representative shall have powers at any time to inspect and examine any part of the works and the contractor shall give such facilities as may be required for such inspection and examination.

8. **Contractor's Supervision:** The contractor shall either himself supervise the execution of the works or shall appoint a competent agent approved

by the Engineer-in-charge if the contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the work, the contractor shall at his own expense, employ as is accredited agent an Engineer approved by the Engineer-in-charge. Orders given to the contractor's agent shall be considered to have same force if these had been given to the contractor himself. If the contractor fails to appoint a suitable agent as directed by the Engineer-in-charge, the Engineer-in-charge shall have full powers to suspend the execution of the works until such date as a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the works.

9. **Removal of Workmen:** The contractor shall employ in and about the operation and routine maintenance of the works only such person who are skilled and experience preferable ITI qualified in their respective trades and the Engineer-in-charge shall be at liberty to object to and require the contractor to remove any person employed by the contractor, who in the opinion of the Engineer-in-charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer-in-charge.
10. The contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the operation and routine maintenance of the works and against all claims, demands proceedings, damages, costs charges and expenses whatsoever in respect of or in relation thereto; provided always that nothing herein contained shall be deemed to render the contractor liable for or in respect of or to indemnify the Corporation against any compensation or damage caused by the excepted risks. Corporation shall not be responsible at all for any compensation whatsoever.
11. **Foreclosure of contract in full or in part due to abandonment of reduction in scope of work.:** If at any time after acceptance of the tender the Corporation shall decide to abandon or reduce the scope of works for any reason whatsoever and hence not required the whole or any

part of the works 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 to compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

12. **Termination of contract for death:** If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern, and one of the partners dies then unless the accepting authority is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the contract, the accepting authority shall be entitled to cancel the contract as to its incomplete part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased contractor and/or to the surviving partners of the contractor's firm on account of the cancellation of the contract. The decision of the accepting authority that the legal representative of the deceased contractor or surviving partners of the contractor's firm cannot carry out the complete the contract shall be final and binding on the parties. In the event of such cancellation the Corporation shall not hold the estate of the deceased contractor and or the surviving partners of the contractor's firm liable for damage for not completing the contract.
13. **Cancellation of contract in full or in part if the contractor**
 - a. At any time makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 7 (seven) days from the Engineer-in-charge; or
 - b. Commits default in complying with any of the terms and conditions of contract and does not remedy it or take effective steps to remedy it within 7 (seven) days after a notice in writing is given to him in that behalf by the Engineer-in-charge; or
 - c. Shall offer, or give or agree to give to any person in corporation's service or to any other person on his behalf any gift or consideration of any kind as in inducement or for hearing to do or having down or for borne to do any act in relation to the obtaining or execution of this or any other contract for the Corporation; or

- d. Shall enter into a contract with the Corporation in connection with which commission has been paid or agree to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously disclosed in writing for the accepting authority, Engineer-in-charge.
14. The execution of the works shall commence within 2 (two) days from the date on which the Corporation issues written orders to commence the work. If the contractor commits default in commencing the execution of the work as aforesaid, Corporation shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely.
15. **Liability for damage, defects or imperfections and rectification thereof:** If the contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence etc., contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the contractor shall upon receipt of a notice in writing in the behalf make the same good at his own expenses. In case the contractor fails to comply with the requirement of this conditions, the Engineer-in-charge shall have the right to get the work done by other means at the cost of the contractor. Before taking such action, however, the Engineer-in-charge shall give three days notice in writing to the contractor.
16. **Record and Measurement:** The Engineer-in-charge shall except as otherwise stated ascertain and determine by measurement the value in accordance with the contract work done in accordance there with. All items having a financial value shall be entered in measurement book etc. Prescribed by the Corporation so that a complete record is obtained of all works performed under the contract.
- a) Payment of Account:** Interim bills shall be submitted by the contractor at intervals of one month on or before the date fixed by the Engineer-in-charge for the work. The Engineer-in-charge shall then arrange to have the bill verified. Payment on account for amount admissible shall be made on the Engineer-in-charge certifying the sum to which the contractor is considered entitled by way of interim payment for the whole work, after deducting there from the amounts already paid, the security deposit and

such other amounts as may be deductible or recoverable in terms of the contract.

- b) **Time limit for payment of final bill:** The final bill shall be submitted by the contractor within one month of physical completion of the works. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by Engineer-in-charge, shall be made within the period of three months, the period being reckoned from the date of receipt of the bill by the Engineer-in-charge.

After payment of the amount of the final bill payable as aforesaid has been made, the contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and he fails to do so within 30 (thirty) days his disputed claim shall be dealt with as provided in the contract.

- c) **Over payments and under payments:** Where ever any claim for the payment of a sum of money to the Corporation arise out of or under this contract against the contractor the same may be deducted by the Corporation from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with the Corporation or from any other sum due to the contractor from the Corporation which may be available with the Corporation or from his security deposit; or he shall pay the claim on demand. All the payment under this contract or of the claim shall be strictly regulated to the payment released by the owner of this project authority i.e. National Institute for Health and Family Welfare, Baba Gangnath Marg, Munirka, New Delhi-110 067 to N.P.C.C.

17. The tendered rates shall be firm for one year from the date of entering into the agreement with the corporation and no escalation shall be payable whatsoever.
18. Unless otherwise provided in the schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all

heights, lifts leads and depths of the building and nothing extra shall be payable to him on this account.

19. No payment shall be made to the contractor for any damage caused by rains, flood or any other natural cause whatsoever during the execution of work. The damage to the work will be made good by the contractor at his own cost and no claim on this account shall be entertained.
20. Some restrictions may be imposed by the security staff etc. on the working and/or movement of labour, materials etc. The contractor shall be bound to follow all such restrictions instructions and nothing extra shall be payable on this account.
21. A) The operation and maintenance/the civil maintenance will be carried out in the manner complying in all respects with the requirements of relevant by laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra will be paid on this account.

B) The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges for which he may be liable.
22. The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards. He shall be responsible for all damages and accidents caused due to negligence on his part.
23. Corporation shall not be responsible for payment of wages to the workmen employed by the contractor for various works.
24. Corporation shall not be responsible for any compensation which may be required to be paid to the workmen of the contractor consequent upon any injury/mishap etc.
25. The contractor shall not employ any child below the age of 18 years (as provided under Article 24 of the constitution).

26. The contractor shall obtain a license under the contract Labour (Regulation & Abolition) Act, 1970 as provided under Section-12 of the said Act before starting the execution of the work.
27. The contractor shall ensure the payment of minimum wages to the workers employed by him as provided under the minimum wages Act, 1948 and rules framed there under as may be applicable to the site of work.
28. The contractor shall indemnify the Corporation against all such fines, penalties, damages and claims which the corporation may have to incur on account of any breach or violation on the part of the contractor in implementing the provisions of various labour laws and in case the corporation is made liable for payment of any compensation or penalty or fine or damage on account of failure on the part of the contractor, the same shall be recovered/adjusted from the dues payable to the contractor by the corporation.
29. The contractor shall comply with the provisions of the payment of wages act, 1936, minimum wages act, 1948, employer's liability act, 1938, workmen's compensation act, 1923, Industrial disputes Act, 1947, Maternity Benefit Act, 1961, Mines Act, 1952, Contract Labour Regulation and Abolition Act 1970, EPF Act works contract tax or any modifications thereof or any other law relating thereto and rules made there under from time to time.
30. The Engineer-in-Charge shall on a report having been made by an inspecting officer as defined in the contractor's labour regulations have the power to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of workers, non-payment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non-observance of the said contractors labour regulations.
31. **AMENDMENTS:** Government may, from time to time, add to or amend these rules and issue such directions as it may consider necessary for the

proper implementation of these rules or for the purpose of removing any difficulty which may arise in the administration thereof.

32. **Suspension of Works:**

a) The contractor shall, on receipt of the order in writing of the Engineer-in-charge, suspend the progress of the work or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary for any of the following reasons:

i) On account of any default on part of the contractor or

ii) For proper execution of the works or part thereof for reasons other than the default of the contractor or

iii) For safety of the works or part thereof, the contractor shall, during such suspension properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-charge.

33. The workers or employee of the contractor shall not become the members of any trade union or associate with any trade union activities etc. during their presence on work site.

34. In case of any increase/decrease in minimum wages during contract period the difference shall be reimbursed/recovered to/from the contractor along with the increase in the employer's contribution towards ESIC & EPF. However, overheads and profit shall not be paid on these increased wages.

35. The contractor shall pay and indemnify the Corporation against any liability in respect of any fees or charges payable under any act of Parliament, State Laws or any Government rule or order and any regulations or bye-laws of any local authority in respect of the works.

36. **Contractor:** The contractor shall not sub-contract any portion of the contract without the prior written approval of the Accepting Authority. Employment of piece rate workers shall not be deemed as sub-contracting.

37. If the performance of the Agency is found satisfactory the contract period may be extended for further period subject to the approval from the client.

SPECIAL CONDITIONS OF CONTRACT

1. **DEDUCTION OF INCOME TAX:** Corporation will deduct income tax at source from all the payments to be made to the contractor under this contract in accordance with the provisions of Indian Income Tax Laws as applicable to the contractor from time to time.
2. **LIABILITY FOR E.P.F. DEDUCTION:** The contractor shall be responsible for deducting contribution towards employees provident fund from its employees and deposit the same alongwith its contribution to the concerned regional Provident Fund Commissioner under the Employees Provident Fund and Employees Pension Scheme and Misc. Act, 1952 as amended from time to time.
3. **PRICE VARIATION:** Quantities given in the tender document may increase or decrease. No extra payment shall be made for variation in quantities, whatsoever may be the percentage of increase or decrease in the quantities of any item. Rates shall remain firm even if certain items are required to be deleted.
4. **MOBILISATION ADVANCE:** No mobilization advance will be paid.
5. **WORKS CONTRACT TAX:** Work Contract Tax will be recovered from each R.A. Bill as applicable.
6. **TAXES, DUTIES, LEVIES ETC:** The contractor shall be responsible for the payment of all taxes, duties, levies, octroi etc. on all material/articles that may be used in this work. Any increase in the aforesaid taxes, duties and levies etc. that may arise during the currency of the contract shall not be paid to the contractor by Corporation.
7. **SECURITY DEPOSIT:** The contractor shall permit the Corporation at the time of making payment to him for work done under the contract to deduct towards security deposit at the rate of 10% of gross value of each account and final payment. The earnest money deposited by the successful tenderer at the time of tender will be adjusted against security deposit. When the security deposit exceeds 10% of the gross value of contract value, the same can be replaced by contractor in multiples of Rs. 50,000/- by way of FDR's.
8. **REFUND OF SECURITY DEPOSIT:** The security deposit so deducted shall only be refunded to the contractor after all the defect pointed out during operation and maintenance period gets rectified or after the payment of final bill which ever is later. In case the contractor fails to get the rectification done at his own cost, Corporation shall have the right to get the same done at the risk and cost of the contractor.
9. All the materials to be incorporated in the works under this contract must be of reputed makes and/or as approved by the Engineer-in-charge.
10. The Engineer-in-charge reserves the right to increase or decrease the number of workmen to be deployed for the works to any extent.

11. The Engineer-in-charge reserves the right to deploy the workmen of the contractor any where in the campus of the National Institute for Health and Family Welfare, Baba Gangnath Marg, Munirka, New Delhi-110 067 as per the requirement.
12. Items for routine maintenance of electrical installation, and civil maintenance which could not be specified in above details, will also be covered under this contract.
13. The contractor will provide consumables like cloth etc. cleaning insulation, Teflon tape etc.
14. Contractor will be responsible to bring to immediate notice of the Engineer-in-charge any abnormal functioning or faulty operation of any equipment and take timely steps to avoid breakdown/disruption.
15. Contractor shall be responsible for any damage to the equipment, machinery or system on account of negligence/ fault of the contractor's authorized staff and the same will have to be made good at his risk and cost.
16. All dismantled materials resulting from replacement shall be returned to the Engineer-in-charge or the representative appointed by him.
17. The operating staff will maintain daily log books/register showing details of various maintenance works undertaken and get it duly verified from the Engineer-in-charge or his authorized agency.
18. The operating staff will be provided essential operation/maintenance/hand tools including multimeter, megger, spanners etc., by the contractor.
19. In case of absence from duty following deductions shall be made from the R.A. Bills of the contractor.
 1. Electrician/Operator/Mechanic Carpenter/Mason/Plumber/Sweeper (as per prevailing minimum wages per day)
 2. Helper/Asstt. Operator/Khalasi (as per prevailing minimum wages per day)
20. The contractor has to follow all electricity rules as amended from time to time and contractor shall be responsible for any mishap due to negligence on his part.
21. In the event of break down or major maintenance works, any extra staff required there of and for cable jointing and for handling heavy equipment shall be your responsibility and no extra charges shall be payable on this account.
22. **UNIFORM:** The contractor has to provide TWO PAIRS OF UNIFORMS OF APPROVED COLOUR to his employees while on duty. Within the premises the workmen shall always be in uniform.
23. **SERVICE TAX:** Agency should possess valid service tax number and service tax as applicable should be reimbursed on production of the same.

24. **Labour Cess** as applicable will be reimbursed on production of proof of the deposited amount to the concerned authority.
25. If the altered, additional or substituted work includes any work for which no rates is specified in the contract for the work and cannot be derived from similar class of work in the contract, then such work shall be carried out at the rates entered in Delhi Schedule of Rates 2012 for civil items and electrical schedule of rates 2012 (part internal and electrification for electrical items minus/plus percentage which the scheduled tendered amount for civil items bears to the estimated cost of the scheduled civil work put to tender and the scheduled tendered amount for electrical items bears to the estimated cost of the scheduled electrical work put to tender.
26. If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified the contractor shall, within 14 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-charge under advice to the Accepting Authority of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed and the Engineer-in-charge shall, within three months thereafter, after giving due consideration to the rate claimed by the Contractor, determine the rate on the basis of market rate(s). In the event of the Contractor failing to inform the Engineer-in-charge within the stipulated period of time, the rate which he proposes to claim the rate for such item shall be determined by the Engineer-in-charge on the basis of market rate(s). The Contractor's profit and overhead shall be kept at 15%.
27. The salary of the workers will be distributed in Cash/Cheque in the presence of suitable official of NIHFW.
28. All the workers are required to mark their attendance daily and copy of the attendance register should be submitted to NPCC for further submission to the client.
29. For office upkeep , maintenance and inspection vehicle for site visit , an amount equal to 1%(one percent) from every running account bill of the agency will be recovery till the awarded work is completed, which is inclusive of the rates quoted by the agency.
30. The contractor will ensure the sufficient spares in stock to meet the urgent repair work.

SCOPE OF WORK

The scope of work includes upkeep and civil maintenance of the Office Complex residential quarters Type-I, II, III, IV, V and including Two Bungalow and Hostel Block at NIHFW, Munirka, New Delhi, civil maintenance services will include keeping all the sanitary installation/ fittings, sewer lines, overhead tanks, water pipe lines (from main source to overhead tanks and from over head tanks to various distributions) in perfect condition besides carpentry and other routine maintenance works in Office Complex residential quarters and bungalows and Hostel.

1. The contractor will provide qualified supervisors masons, carpenter, plumbers, sewer man preferably ITI and wherever feasible.

2. Replacement of all defective water supply fittings, sanitary fittings and rectifying the leakages etc., including material. Attending to welding works wherever necessary.
3. Attending to masonry, plaster,(upto 1.5 M2) CC etc., other works and modification o f seepage problems inside the flats, shafts including all materials, replacement of all damaged pipes, fittings, all types of tiles (upto 1.00 M2)and making good the existing floor and walls etc. complete. Besides touching works in painting/distemper/white washing etc. over the repairs to match the existing shades shall be carried out by the contractor.
4. Attending to all carpentry works including replacement of all defective doors and windows fittings.
5. Contractor shall be responsible for effective working of his staff for the all civil maintenance works of the residential areas.

6. The minimum requirement of staff for civil maintenance shall be as under:

Sl. No.	Category	Requirement of Staff per Shift			Remarks
		General Shift	No. of Staff from 6.00 AM to 2.00 PM	No. of staff from 2.00 PM to 10.00 PM	
1.	Supervisors(01 no for Office complex & 01 nos for Residential area)	02	-	-	All days including Saturday, Sunday & holidays
2.	Plumbers	02	01	01	-do-
3.	Mason	02	-	-	-do-
4.	Carpenter	02	-	-	-do-
5.	Welder	01	-	-	-do-
6.	Sewer Man	03	-	-	-do-
7.	Helpers	06	01	01	-do-

The civil maintenance staff shall work on all days including Sundays and Holidays except on National Holidays. The agency shall keep proper account of day to day repair carried out and replacement of materials done. The complaint shall be attended preferably on the same day.

SCHEDULE OF QUANTITIES

Annual Civil Maintenance of NIHFV Campus(Residential Complex, Office Complex, Hostel & Two Bungalows at Munirka, New Delhi-110 067.

PART-A

(A)		Percentage		Amount
1.	Service charges over prevailing basic minimum wages as applicable as on date (i.e. date of submission of tender) for Delhi area as notified by Govt. of NCT of Delhi for Operation & Routine Maintenance of the job as defined in the Scope of Work including deployment of staff i.e. Supervisor 02 nos, Plumber 04 nos Mason 02 nos Welder 01 no Sewerman 03 nos Carpenter 02 nos Helpers 08 nos Estimated cost Rs. 231641/- PM Including EPF @ 13.61%, ESIC @ 4.75%, Bonus @ 8.33%			
(B)		Per month	Rate	Amount
1.	Lump sump rate for supply of misc. minor items upto Rs. 100/- and attending to masonry, plaster (upto 1.5 M2) CC etc. other works and modification of seepage problems inside the flats, shafts, shafts including all materials, replacement of all damaged pipes, fittings, all type of tiles (upto 1.00 M2) and making good the existing floor and walls etc. complete. Besides touching works in painting/distemper/white washing etc., over the repairs to match the existing shades shall be carried out by the contractor.			

PART – B

(A)		Percentage	Amount
1.	Rates for additional items beyond the scope of work Items for day to day maintenance of Civil Maintenance which could not be specified in scope of work will be as per DSR'2012(Civil) Rs.20000/- approx. Percentage above/below as DSR'2012		
		Unit	Rate
2.	Items for routine maintenance required for day to day Civil Maintenance (Rate only)	Each	
1.	Jet Spary	Each	
2.	CP Shower	Each	
3.	CP Pillar Tap	Each	
4.	Syphon Set	Each	
5.	Health Saucets	Each	
6.	Basin Mixer	Each	
7.	PC Hand Shower	Each	
8.	Flush Valve	Each	
9.	PVC Pipe 300 mm	Each	

PART – B: The above quoted rates are subject to following additional terms & conditions.

1. Service charges will include over heads, Profit, Income Tax, Labour Cess, VAT, and all other taxes as applicable in Delhi.
2. Agency should possess valid service tax no., service tax as applicable will be released/deposited by NPCC as the same is paid by the client. However certificate for the same will be issued to agency by NPCC.
3. Service charges will include 02 sets of uniform & Identity Cards, badges charges for the workmen posted at site. All the worker should be in proper uniform with badges and Identity Cards during the duty hours failing which a necessary penalty @ 50/- per worker per day will be imposed.
4. If the workers deployment at site found short during the inspection, necessary deductions will be made from the bill.
5. Service charges will include charges for arranging tools, plants, material etc., and expenditure required for executing routine maintenance charges etc. as per the scope of work defined in the tender.
6. Engineer in charge may revise the scope of work without assigning any reasons decision of the Engineer in charge will be final and binding and no claim on this account will be entertained.
7. NPCC will reimburse employee's contribution towards EPF, ESIC and Bonus @ 8.33% on production of proof by the agency. No service charges will be paid over it.
8. In case of any increase/decrease in minimum wages during contract period i.e. 15.02.2012 to 30.11.2012 or extended period, the difference will be reimburse/recovered. However service charges will not be paid/applicable over these increase/decreased wages.
9. The contractor shall arrange and provide 02 sets of Uniform, Identity Cards and Badges to the workmen within 15 days from the date of issue of LOI and also submit **Police Verification** of workmen deployed at site within 15 days from the date of issue of LOI failing which an amount of Rs.1000/- per month per workmen shall be deducted. In case of non compliance after this period no payment of RA Bills will be released.
10. The rotation of workmen shall be done in such a way that no one work more than 180 days at one place and shall not become the member of any union.

Signature of Tenderer with seal