

**HINDUSTAN PREFAB LIMITED**  
**JANGPURA, NEW DELHI – 110 014**  
**SPECIAL CONDITIONS OF CONTRACT**

1. The agency shall provide the services of trained operators / manpower / personnel as per details given in the scope of work.
2. The operator / personnel should be more than 18 years of age and have not attained the age of 55 years with sound health to the satisfaction of the Engineer-in-Charge / NIHFW Director.
3. The Agency that will provide the services shall at all times and for all purposes be held responsible for giving necessary service benefits to the engaged workers as per the statutory provisions.
4. The agency shall not engage any sub- contractor or transfer the contract to any other person. In the event of the contractor contravening this condition , HPL shall be entitled to place the contract elsewhere on the contractor's account at his risk and the contractor shall be liable for any loss or damage , which HPL may sustain in consequence or arising out of such replacing of the contract.
5. The clearance of the local police will be obtained by the agency preferably before deployment of the personnel and copy of the same should be submitted to HPL. If the police clearance is not obtained & submitted within one month of deployment, the concerned person shall have to be removed from the duty.
6. The selected bidder will have to retain 70% of the old existing maintenance staff in accordance to institute's requirement / institute familiar after the prior approval of NIHFW / HPL authority. The retained staff will be reviewed after every 04 months on the basis of performance. However, for any act / deed / performance of the retained & deployed manpower, the responsibility shall be of the contractor only.
7. The list of employees appointed by the Agency together with names/address & telephone numbers of the employee including those as leave reserve shall be made available to the HPL / NIHFW authorities with their Bio-data for scrutiny as and when asked.
8. The decision of Director, NIHFW /HPL or their authorised officer shall be final in considering the operator / supervisor / personnel fit to be employed.
9. The contract can be terminated by the first party i.e. CMD, HPL by giving one month's notice & by contractor by giving three month's notice. The terms and conditions contained herein shall form part of and shall be taken as if they were included in contract agreement to be entered into by the agency.
10. The successful tenderer / contractor / agency will have to sign contract agreement with the competent authority on a non – judicial stamp paper of appropriate value.
11. The contractor shall take due care to comply with the provision of the contract Labour (Regulation & Abolition) Act 1970 including all other legal obligations , like policy changes proposed by the Government or legal amendments from time to time , during the period of contract.

12. The contractor/ Agency shall provide the Operator / Personnel everyday for round the clock service as required with proper uniforms, badges etc.
13. Total number of Operators / Personnel can be increased / decreased as per the requirement by NIHFW / HPL. For the increased manpower (if any), the payment shall be made to the agency as per the awarded rates of respective manpower.
14. The contract shall be valid initially for one year and HPL reserves the right to curtail or to extend the validity of contract on same rates and terms & conditions for year to year as may be agreed to, but not beyond further three years.
15. All personnel engaged and their bags and baggage shall be liable for physical checking both at the time of entry & exit into/ from campus / Institute by person authorised by the NIHFW /HPL.
16. The Contractor /Agency will not allow or permit his/ their employees to participate in any trade union activities or agitation in the premises of the institute, violation of which may result in the termination of the contract immediately.
17. NIHFW / HPL will not be responsible for any injury or loss of life of personnel deputed by contractor which may take place in the course of their deployment in the NIHFW Campus..
18. HPL reserves the right of removal from the Institute premises any person considered by them to be incompetent or disorderly. Such person shall not be engaged again without the permission of the HPL or their authorized officer.
19. Any personnel engaged by the Agency if found indulged / indulging in illegal and intolerable activities shall be handed over to the police or any other administrative action deemed fit against him will be taken besides termination of the contract immediately. Agency shall be solely responsible for the conduct and behavior of persons deployed by the agency.
20. The agency shall not replace the staff frequently without proper substitute &without prior permission.
21. In normal conditions, workers will not be deployed for double duty. However, in case of emergency /urgency, a worker may be allowed for not more than two continuous duties with proper written information to the HPL/NIHFW authorities.
22. The agency shall furnish a photocopy of ESI card (TIC/PIC) immediately on engagement of manpower. In case ESI card in not available then agency shall submit a copy of R.D.F immediately.
23. The Operator / Personnel should have photo identity cards having details of Name, Residential Address, Phone Number, if any, ESI card No. & E.P.F Number.
24. The agency shall not depute a particular operator / personnel normally for a period of more than three months in particular shift. Rotation of personnel is compulsory.

25. The agency/contractor shall deploy the full compliant of the personnel all the time and shall maintain the list of the reserves to provide the replacement and supplement the strength.
26. Each complaint lodged in the compliant register should have the compliant number and same may be communicated to the user as per its request.
27. The agency shall be prompt in making replacement, in case any Personnel is not available on duty or found unsuitable for Duty. Agency shall promptly arrange staff whenever required by NIHFW / HPL.
28. The agency/contractor shall work under the over all supervision and direction of the officer authorized by the Director, NIHFW / HPL.
29. The Agency / contractor shall provide the personnel on 8 (eight) hours shift basis and deployment will be done in consultation with the officer authorized by the Director, NIHFW / HPL. In case of disagreement, the decision of the officer authorized by the NIHFW /HPL shall be final and binding.
30. The staff appointed by the agency for this purpose shall conduct themselves as per orders of the NIHFW/ HPL. In case of any sort of misbehavior and misconduct of any person so appointed, the responsibility of any damage or loss shall rest upon the agency in full.
31. The tenderer should have a permanent place of business in NCTD and the complete postal Address, Telephone /Mobile/Fax/E-mail address, etc. should be provided, while submitting the completed tender form.
32. The supervisors must submit daily report of the compliance and happenings in the institute and present thereof to the Estate officer / HPL. He is also required to submit a monthly report mentioning noticeable incidences.
33. The Personnel must have the telephone numbers of the nearest police station, Fire Station and Ambulance, Estate officer.
34. Payments in respect of the man power deployed other than those mentioned in bill of quantity will not be allowed until prior approval / permission of the Director, NIHFW / HPL or an officer/ committee authorized by them is obtained.
35. Bi-Monthly payment will be made upon submission of the bi-monthly bills in triplicate by the contractor, however the bi-monthly payment shall be released by HPL on receipt of payment from NIHFW. No complaint / claim shall be entertained in delay of making payment by HPL to the agency on account of delay in releasing of corresponding payment by NIHFW. Payment of the bill will be based on computerized print outs in standardized performa approved by HPL/ NIHFW along with proof of bio-metric attendance sheets only in respect of the persons deployed.

36. The rates per month quoted for deploying manpower should be all inclusive of minimum wages as per NCT of Delhi including VDA, ESI & EPF Contribution, bonus, weekly off, relieving charges & all other statutory liabilities / charges and other allowances etc. and all the taxes, cess & duties including service tax as applicable. No other charges in addition will be payable on any account over and above the rates quoted. No revision of rates shall be entertained during the period of contract / extended contract period. However, if the minimum wages are increased by the State Govt. or Central Govt. time to time after the last date of receipt of tenders, the differential amount, so increased, including the increase impact on ESI, EPF, Bonus & Service tax components shall be reimbursed / paid to the contractor subject to actual payment by the contractor to the deployed manpower & various authorities. There will not be any increase in the contract's profit component on account of increase in minimum wages. Also, if there is any increase or decrease in the rate of service tax, the same shall be reimbursed or adjusted accordingly.
37. The agency shall within three weeks of becoming due, submit the proof in their support of their having deposited the contributions under Provident Fund /ESI Act and other deductions to the HPL.
38. An interest free Security Deposit of 5% of the total contract value shall be deposited by the successful tenderer in the following manner:
- “On award of the work the EMD of Rs. 1.20 lacs deposited with the tender shall be treated as part of the Security Deposit. The balance amount of the Security Deposit (equivalent to 5% of the awarded amount less the EMD) shall be deducted from R/A Bills of the contractor @5% of each R/A Bill till it amount equal to balance amount of the security deposit i.e. equal to 5% of the total awarded contract value including EMD. This shall be refunded to the Agency without any interest on successful completion of the contract period.”
- “Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-charge. The Engineer-in-charge, on receipt of the said communication shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work, if no complaint is pending on record till after 03 months after completion of the work and / or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the security deposit will be released if otherwise due.”
38. The material, if required, for repair and maintenance works shall be provided by the contractor with the approval of HPL/Owner and will be submitted in the NIHFW store and HPL will issue a required numbers for day to day use. However, the contractor shall be responsible for its proper utilization. Payment shall be made to the contractor as mentioned in the tender / contract.
39. The contractor shall prepare & submit bi-monthly bills as directed along with photocopy of challans of ESI, PF, Service Tax. and ECR of ESI & PF etc., and wage sheet showing the

insurance No., Provident Fund Account No. and the details of contribution paid in respect of the engaged employees to enable the institute authorities to arrange payment, failing which agency will be responsible for delayed payment.

As per tender conditions, bi-monthly bills shall be submitted by the contractor & payment shall be released by HPL on receipt of payment of the bi-monthly bills from NIHFW. However, if permitted by owner (NIHFW), monthly bills may be accepted for payment.

The wages will be paid in the presence of authorized officer of HPL. On wages sheet, the following certification should be affixed by the contractor "Certified that the wages as mentioned in the above wages sheet have been paid by us".

40. In case the agency fails to execute the job after signing the agreement deed or terminate the contract before completion of period of contract at their own accord, HPL shall have the right to forfeit the security money deposited & encashment of performance bank guarantee.
41. In case of any loss or theft of institute properties, equipments, furniture etc attributable to the negligence of the manpower deployed by the contractor, it shall be made good by the agency and in the event of failure on their part to do so within a period of one month, the same shall be made good by encashment of Security Deposit / dues of the agency. Decision of HPL/Director, NIHFW in this regard shall be final.
42. The agency will obtain license under the contract Labour (Regulation and Abolition) Act 1970 from the appropriate Local Authority, if applicable, and shall produce the license within one month after the commencement of the contract. The contractor shall also register the establishment with the concerned registering office as per the said rules. The contractor should also maintain all necessary records as required by competent Authority. The contractor should be registered with E.P.F, E.S.I, and Service Tax authorities.
43. The earnest money of the tenderers whose tenders are not accepted will be refunded without any interest thereon after finalization of tender.
44. The agency/contractor shall be responsible for effecting payment of ESIC, EPF and other statutory payment viz service Tax etc under rules of central and state Government applicable from time to time to the concerned department. copies of challans shall have to be submitted along with his/their bills for payment falling which the delay caused, will be the sole responsibility of the contractor / Agency.
45. Income Tax deduction at source as per income Tax Act-194-C shall be made.
46. If the attendance falls short of contracted minimum number of persons, penalty @ Rs.1000/- (Rupees One Thousand only) per person per day shall be deducted from the bill. The amount so deducted shall be final and no claim whatsoever will be entertained under any circumstances.
47. The contractor shall maintain the record/stock of all the items procured & consumed and the same shall be got signed/verified from the authorized representative of HPL/NIHFW.

48. Surprise visits at fixed intervals shall be done by deputing available officer in the establishment.
49. The agency will be responsible for complying with payment of minimum wages and other benefits including prescribed number of duty hours/leave /holidays etc. to its employees in the institute, as per Labour Laws in force from time to time. The agency will be responsible to comply with all labour legislation including social security, service- Tax wherever applicable and such other statutory orders by Government/ Municipality which may be in force from time to time. The agency will provide all documents/records/copies, as may be required by NIHFW / HPL.
50. The contractor shall provide personnel that should be educated, smart, healthy and having good character, antecedents and conduct. If any employee engaged by the contractor for the services is found to be indulging drinking alcohol or narcotics or found in a state of inebriation in the NIHFW's premises, strict action as deemed fit shall be taken by the competent authority.
51. The contractor shall grant weekly off leave/ holiday etc as per the statutory provision under the relevant act/law to the manpower deployed.
52. The contractor shall comply with provisions of payment of wages Act,1936, minimum wages Act, 1948, workmen's compensation Act,1923, contract Labour (Regulation and Abolition) Act , 1970 or the modification thereof and other laws relating thereto and the rule made there under from time to time.
53. The personnel shall be alert while performing their duties and if found not commensurate with the desired level of satisfaction , such personnel shall be replaced by the contractor on the advice of competent authority with in a period of one day and shall be final and that binding on the contractor.
54. The contractor / personnel must produce original biodata/ credentials of personnel for verification including education qualification, date of birth etc.
55. Rates quoted shall be inclusive of all taxes, duties, cess, royalty, sales, tax/WCT/VAT, service tax etc. and nothing extra shall be paid on this account. Rates shall be firm and final during the currency of the contract period including extended period, if any. However, the increase in minimum wages shall be reimbursed / paid as mentioned in clause-35 herein above. Also, if there is any increase or decrease in the rate of service tax, the same shall be paid or adjusted accordingly.
56. **Responsibility of executing contract:** the contractor is to be entirely responsible for the execution of the contract in all respect in accordance with the terms and conditions as specified in the acceptance of tender.
57. **Force Majeure:**

HPL shall not be responsible for the delays/stoppage of work due to force majeure conditions like Natural calamities, civil disturbances, strike, war etc. and shall not be liable to bear such losses, if any as per the law of the land.

#### **58. DISPUTE RESOLUTION / ARBITRATION**

- a. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the CMD, HPL.
- b. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only. If, required notice for appointment of arbitrator shall have to be given by the agency in the prescribed Performa as per enclosed Annexure-X.

#### **59. JURISDICTION OF COURT**

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

#### **60. PENALTY CLAUSE:-**

- A. A penalty of Rs.200/-(rupees two hundred only) per complaint shall be imposed and deducted from the contractor's/Agency's bill, if:
  - (a) The Personnel is not found in proper uniform and without displaying photo identity card.
  - (b) The Personnel is found indulging in smoking /drinking at the time of duty hours and such personnel shall not be allowed to enter in the institute premises in future.
  - (c) The Personnel is found sleeping during duty hours.
  - (d) The Personnel is found missing from the place of duty, for any reason.
  - (e) The behaviour of Personnel is found harsh/rude and non- cooperative towards institute's campus staff /residents.
  - (f) Any Personnel is found performing duty other than those mentioned in the approved list supplied by the agency to the authorities.
  - (g) Any Personnel is found performing the duty by submitting fake name & address.
  - (h) **Recovery of sums due:** whenever any claim for the payment of the money arise out of or under this contract against the contractor, the HPL shall be entitled to recover such sum by appropriating, in part or whole the security/earnest money deposited by the contractor, when the balance or the total sum to be recoverable, as the case may be, shall be deducted from any sum then due or which at the time thereafter may become due to be recoverable under this and any other contract with the HPL. Should the sum not be sufficient to cover the full amount recoverable, the contractor shall pay to the HPL on demand the remaining balance due.

61. No residential accommodation shall be provided to any of the staff of contractor in the NIHFW Campus.
62. The amount of security deposit shall be refunded to the contractor after all the defects pointed out to the contractor during maintenance period & defects liability period (defect liability period of one month from the date of completion of contract i/c extended period, if any) get rectified by the contractor or after the payment of final bill whichever is later.
63. It will be the responsibility of the contractor to make statutory payment like ESI, EPF, and Bonus etc. In case of non payment by the agency, HPL will reserve the right to deduct the same and deposit to concerned agency. The contractor has to provide all the records of each worker like payment of minimum wages, EPF, ESI, Bonus & others etc. hired for the work of NIHFW before release of next monthly payment to the agency.
64. For deficiency in preventive & routine maintenance service, 1% of total value of monthly bill of the contractor may be deducted subject to a maximum of 5%, if no improvement is made after issuing 3 warnings.
65. In spite of Penalty and 3 warning if performance not improved, the contract may be terminated without any notice and agency shall be blacklisted.
66. All workers/manpower are required to mark their attendance in the biometric machines at the time of in & out of duty as per instruction of Engineer – in-charge / NIHFW.
67. The workers employed by contractor should be of good character and police verification of each must be submitted to HPL / Director, NIHFW.
68. No worker will be allowed to stay in NIHFW Campus after his working hours. Worker employed by the agency will not be permitted to indulge any group activities and will not have any right on ad hoc/ regular job of Institute / HPL.
69. The agency will be fully responsible for any eventually/casualty to its workers. In case of any accidents, agency need to provide all necessary financial facility and responsibility will be with the agency (contractor).
70. The rates shall be inclusive of applicable taxes & duties." The amount will be treated as fixed for the duration of tender.
71. Any other services may be added or deleted by HPL/NIHFW by giving one month's notice.
72. All consumable & spares as required for proper operation, repair & maintenance will be part of the total cost paid separately except items of less than Rs.100/- each for which a lump sum provision has been made in the contract.
73. All Labour, Supervision for operation, Repair & maintenance of various services will be part of the contract.

74. The contractor will make the Bi-monthly bills for the services rendered in month based on the cost of services disbursed. Part of the month will be treated on pro rata basis.
  75. All the supervisors deployed by the contractor at site should be trained in concerned discipline with minimum 5 years experience.
  76. The contractor will ensure the sufficient spares in stocks to meet the urgent repair work.
  77. All routine/preventive maintenance, attendance, purchase, payments, work performance records to be maintained properly as per the Engineer in-charge, HPL / Institute & to be put up for inspection every month.
  78. HPL / NIHFW will have every right to ask records related to preventive and corrective maintenance, material procurement, worker attendance and payment made to the workers as well as ESI & EPF etc.
  79. Proposed plan of preventive maintenance costing Rs. 10,000/- & above to be submitted well in advance to engineer in-charge every month for advance approval. The routine & preventive maintenance less than Rs. 10,000/- need not prior approval and should be carried out without delay, however, these are to be carried out after informing the Engineer-in-Charge & getting his permission.
  80. The agency will indemnify HPL/NIHFW from any adverse effort during its presence.
  81. The contractor has to post one responsible authorized representative to look after the work at NIHFW and be available in the campus for coordination.
  82. Workers without uniform and ID will not be permitted to enter in the campus.
  83. The contractor will require opening complaint cell for Civil Maintenance in the residence and office campus for which space will be provided by the Institute.
  84. All necessary legal and statutory clearances need to be obtained by the contractor for which fees etc will be paid by the HPL/NIHFW as per rule.
  85. HPL reserves the right to get the work measured and quality check through third party.
  86. The estimated cost indicated in price bid of tender is tentative and taken for calculation purpose only which may vary during the actual work execution, however, the payment will be made to the contractor as per actual work execution at site.
  87. It is expected that services to be rendered by the contractor would be a very satisfactory nature and any deficiency noticed by HPL/NIHFW shall be attended immediately, HPL/NIHFW may withdraw the contract by giving 30 days notice to the contractor without assigning any reason at the sole decision of HPL/NIHFW.
- a) The Services will be rendered as per the sound engineering codes & practices.

- b) The contractor shall co-ordinate with local agency for provision of satisfactory services such as availability of electricity, water etc. They shall manage the visits, if any to and other local statutory authorities and abide by statues such as getting the electrical and other installation inspected by electrical inspectors and other such statutes. In case any clearance is required, the same will be obtained by the contractor and cost may be reimbursed by HPL/ NIHFW.
91. Functioning of Institute should not be affected at any time due to repairs & maintenance works. Repairs and maintenance work shall be carried out / attended in such a way that smooth functioning of Institute is not affected at any point of time.
92. Salvaged / replaced / unserviceable material retrieved would be returned by the contractor to HPL / Institute.
93. Any malba resulted due to repairing / maintenance work, shall have to be removed immediately by the contractor at his own. However if any malba is generated due to any additions / alternations/ renovation work, the same shall be got removed by the contractor and payment shall be made to the contractor separately on actual basis.
94. The agency has to make the payment of the wages to the manpower through a/c payee cheques/ RTGS only. No cash payment to the manpower is allowed. Copies of a/c payee cheques/RTGS details along with bank statement shall have to be enclosed with the bills to check/verify the payments made to each & every manpower deployed. Attendance by all the workers/manpower shall be marked twice i.e. on & off duty in the biometric machine installed by the contractor at the location to be finalized by engineer-in-charge. Payment shall be made to the contractor based on the attendance recorded in the biometric machine and actually present at site.

If any worker marks attendance at the time of on duty & off duty and actually not present on the work/duty during duty hours, that worker shall be considered as absent from duty. Also, if any worker later claim that he was present on duty on any particulars day and his attendance either was not accepted/recorded in the biometric machine or he missed any how, he shall be considered as absent from duty. It is the responsibility of the contractor to install & maintain the biometric machine for attendance of their manpower. Also it is the responsibility of the contractor that each & every worker mark attendance in the bio-matric machine twice i.e. at the time of on duty & off duty. Also it is the responsibility at the contractor that the manpower after marking attendance should be present on duty during duty hours.

Surprise checks may be carried out any day/any time by a team of officials of HPL/NIHFW and if any manpower is found absent from duty, deductions shall be made for the same considering the same as absent from duty.

95. The contractor has to make the arrangement to deploy manpower/works on all holidays & Sundays. For the same, nothing extra shall be paid to the contractor and rates quoted by the contractor shall be inclusive of deploying manpower/works on all days.
96. For billing etc, the contractor shall provide two cartridge of HP Laser jet M1005 MFP and Canon 2900 printer at site as required by engineer-in-charge. Nothing shall be paid extra

on account of this facility. This facility shall be provided during the contract period i/c. extended period.

**HINDSUTAN PREFAB LIMITED  
JANGPURA, NEW DELHI – 110 014**

**SCOPE OF WORK**

The National Institute of Health & Family Welfare is an autonomous body under the Ministry of Health & Family Welfare. It is an apex body in the field of health & family welfare programmes and is engaged in Education, Training, and Research & Consultancy services. The Institute Campus is located, between DDA flats, Munirka and old JNU Campus, New Delhi. The Campus consists of the following:-

**OFFICE COMPLEX**

1. Administrative Block.
2. Academic Block.
3. Clinic Block.
4. Laboratories Block.
5. Animal House.
6. Incinerator House.
7. A/C Plant Room.
8. National Documentation Centre Block.
9. Teaching Block.
10. Workshop.
11. Sub-Station.
12. Pump House(Three).
13. Scooter/Car garages, Cycle Stand.
14. Hostel & Guest House.

**RESIDENTIAL COMPLEX**

- (i) Residential flats of type I, II, III, IV & V : Approx. 200 Flats  
(ii) 1 Director's Bungalow & 1 Guest House : 02 Nos.

The work comprises of Addition, Alternation, day to day & Annual Civil Repairs and maintenance works of different blocks/ locations including services and external services like sewerage, drainage, water supply lines, roads etc. at NIHFW Campus, Munirka, New Delhi and shall generally include :-

- a) Civil maintenance of Residential quarters, office complex & other buildings as mentioned here in above.
- b) Maintenance of Plumbing & Sanitary works.
- c) Maintenance of water supply pipe line & systems.
- d) Maintenance of underground water sump (tank)
- e) Any additional work requirement in the nature of civil maintenance in the Institute

- f) Modification, repair, addition & alternation works of civil may be as per Institute' requirement on job –to – job basis.
- 1) Day to day repairs shall be carried out in NIHFW Campus under its maintenance. The work which are to be attended to on day to day basis such as removing chockage of drainage pipes, manholes, restoration of water supply as per scope of work. The purpose of the facility is to ensure satisfactory & continuos functioning of various services. These services are provided after receipt of complaint from the users / as noticed by the supervisory staff of the agency appointed or as noticed & informed by HPL / NIHFW.
  - 2) Essential & urgent complaints like blockage of sewer lines, leakage from water pipe lines etc. should be attended within 24 to 48 hrs. of receipt of complaint / noticing.
  - 3) Routine complaints of routine nature like repair to plaster, flooring, wood work etc. within 07 days of receipt of complaint / noticing.
  - 4) In exceptional circumstances, where specific attention and extra T&P may be required shall be attended within 10 hrs.
  - 5) Day to day repairs, like removing chockage of drainage pipes, manholes, patch repairs to plaster, minor repairs to various items of work, replacement of broken glass panes (labour charges only), restoration of water supply.
  - 6) The scope of work shall be restricted to the civil repairs & maintenance as pertaining to items of plumbing, water supply, sanitary, sewerage, drainage, aluminum work, carpentry, M.S. steel work, stainless steel work, false ceiling, ACP cladding, structural glazing, plaster work, flooring work, road work, painting & polishing works and any other items conventionally covered in the ambit of civil works repairs & maintenance as per CPWD maintenance manual/work codes etc.
  - 7) Repairing/welding in routine wear & tear of any stainless steel railing/M.S. framework, railing work, grill work etc.
  - 8) Oiling/greasing of rolling shutters for smooth functioning.
  - 9) Repairing & maintenance of all M.S./ Aluminum/brass hardware items of doors & windows like tower belts, handles, locks, aldrops, hinges, door closures, floor springs, friction stays etc.
  - 10) Repairing & maintenance of all wooden doors & windows frames & shutters, cupboards, aluminum doors & windows, frames & shutters etc.
  - 11) All repairing work of brick masonry, RCC, plaster, stonework, tiles work, RCC / bituminous roads, false ceiling and other building civil works.

- 12) Repairing & maintenance of all fixtures & fittings of plumbing, water supply, sanitary, sewerage and drainage works like all chinaware items, C.P. brass fittings, C.I. & precast RCC manhole covers, all type of G.I./PVC/SCI pipes & fittings etc. complete.
- 13) Painting & polishing work.
- 14) All the repairing & maintenance works are inclusive of all labour charges and cost of all petty items. However, if any item is required to be replaced during day to day or periodic repairs/annual repairs, the material cost shall be paid extra as per quoted/ awarded rates of the contractor % age above/below **DSR 2016** basic rates or at market rates of Non-DSR items.
- 15) The contractor shall provide the following for routine repair & maintenance works which are inclusive in the rates quoted:-
- a. All tools & plants, trolley, scaffolding, ladders, access means
  - b. Electric drill machines
  - c. All washers as may be required for taps/sanitary fixtures/gate valves etc.
  - d. All soot golla/Teflon tape, white lead etc. required for plumbing work repairing/maintenance
  - e. All brushes, cleaning cloth, dusters
  - f. All nails, screws, rawl plugs, dash fasteners, nuts & bolts, washers, adhesive etc.
  - g. Safety helmets, safety belts, apron etc. for workers
  - h. All painting & polishing materials for touch up works.
  - i. Cement, stone aggregate, fine sand, coarse sand, bricks, etc. required for repairing & maintenance works.
  - j. Patch repairs to plaster etc. and like such repairs & maintenance works.
- 16) Any new work (major or minor) is not included in the scope of work.
- 17 a) All type of leakages/seepages checking/rectification work is included in scope of work.  
b) Cleaning of Gulley Chambers, manholes, storm water drains, sewer lines, etc.
- 18) Cleaning of RCC/PVC overhead water tanks/U.G. R.C.C water tank.
- 19) Any type of alteration work is not included in the scope of work.
- 20) If rate of any material is not covered in the basic rates of **DSR' 2016**, the same shall be paid considering market rate of the material plus applicable sales tax / VAT, carriage and 15% for contractor's profit and overhead charges.

- 21) Any item beyond scope of work and which is not **DSR' 2016** schedule item required to be done, shall be got carried out at market rate taking into consideration the market rate of material involved and labour charges plus 15% for contractor's profit & overhead charges as finally decided by Engineer-in-charges HPL/ Director, NIHFW.

**22) Tentative Manpower to be deployed on work.**

S.No.	Description	Nos.	Remarks
1	Supervisor	1 No.	Should be trained having minimum 5 years experience in Civil discipline
2	Mason	1 No.	Should be trained & experienced in respective trade / discipline with minimum 05 years' experience.
3	Plumbers	3 Nos.	
4	Welders	1 No.	
5	Sewerman	2 Nos.	
6	Carpenters	2 Nos.	
7	Painters	1 No.	
8	Helper	7 Nos.	N.A.
	<b>Total =</b>	<b>18 Nos.</b>	

**ANNEXURE-II**

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

**UNDERTAKING**

To,

**The Chairman & Managing Director**  
Hindustan Prefab Limited  
Jangpura, New Delhi – 110014.

Subject : NIT No. ....

Name of the firm/agency \_\_\_\_\_

Name of the tender \_\_\_\_\_

Due Date \_\_\_\_\_

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract LABour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I//We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We shall provide trained workers / operators / manpower as per tender conditions.
5. **I had never been blacklisted by any Central / State Government etc.**
6. I/We shall be vacating any space that may be provided to me/us by HPL/NIHFW authority to carry out the job or otherwise, before I/We put-up the last bill of the contract period for payment.

Place :

Date :

(Signature of the Bidder)  
Name and Address of the Bidder  
Telephone No.

**Annexure - X****Notice for appointment of Arbitrator**

To

CMD

Dear Sir,

In terms of clause --- of Special Condition of Contract (SCC), I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Contract amount in the work
6. Date of contract
7. Stipulated date of initiation of work
8. Stipulated date of completion of work
9. Actual date of completion of work (if completed)
10. Total number of claims made
11. Total amount claimed
12. Date of submission of final bill (if work is completed)
13. Date of payment of final bill (if work is completed)
14. Amount of final bill (if work is completed)
15. Date of request made to DGM for decision
16. Date of receipt of DGM decision
17. Date of appeal to you
18. Date of receipt of your decision.

Specimen signatures of the applicant  
(only the person/authority who signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims.
- 2.
- 3.
- 4.

Yours faithfully,

(Signatures)

**Copy in duplicate to:**

1. The Engineer-in-charges