

VOLUME-I

PART B

INSTRUCTIONS TO BIDDERS

&

CONDITIONS OF CONTRACT

SECTION I: INSTRUCTIONS TO BIDDERS

A. GENERAL

1.0 Scope of work :

Contractors are required for manning and maintaining of office premises including providing housekeeping, cleaning services etc. at HSCC Office and HSCC Store. The contractor shall provide adequate experienced manpower comprising of : as per scope of work and schedule of work mentioned.

S. No.	Item	Nos.
1.	Supervisor	1
2.	Specialised workers : Plumber,	1
3.	Semi skilled : Maali, Waiter	2
4.	Unskilled : Sweepers for 14 hours per day	8
5.	Unskilled labour (as and when required)	Upto 400 nos.during the 12 months
6.	Skilled Labour (as and when required)	Upto 120 nos. during the 12 months

The entire office premises is to be cleaned and made ready for every day use by 8.30 a.m. positively. The 8 (eight) numbers of sweepers should be available in the office from 7.00 a.m. to 7.00 p.m.

The single point responsibility at the cost of contractor shall cover the following:-

I Housekeeping services including cleaning, maintenance, etc.

1.1 Cleaning of all common areas: -

Cleaning of entire area comprising of interior & exterior of office, working places, security room, drivers' room, cafeteria, Store, Mummt, toilets, electrical rooms, floors, walls, columns, furniture, chairs, tables, dustbins, lifts, staircases and railings, basements, terrace, balconies, parking, driveway, stores, telephone instruments, computers, partitions, mirrors, light fittings (internal & external), grills, diffusers, TV, refrigerator, micro wave oven, water purifier, electrical fittings and fixtures including fan, lights, switch plates, MCB's, surface of computers, printers, UPS, air-conditioners, fans, sanitary wares, washbasin, soap dispensers, pantry, cleaning of aluminum frames, window glasses & Structural glazing from inside, high & low level partition in Hall/ rooms Door glasses, granites, stills, stairwells, lobbies, washbasin, sinks, urinals, etc.

Washing of the towels provided for senior executives and toilets on daily basis, so as to ensure supply of fresh towels as per specifications.

Periodical cleaning of internal drains – at least twice in a month or **(as often as required)** and when required.

Periodical cleaning of External drains - at least once in two days or as required.

Cleaning of Sewer line within the premises once in a month or in the event of choking of Pipe line.

Disposal of garbage from office premises to nearby municipal disposal point.

1.2 Building maintenance:-

Internal & external pest control services through WHO approved agencies.

Cleaning of all sewage pipelines within office premises.

Cleaning of external faces of all window glasses, structural glazing etc. every week

1.1 Schedule of Work

A broad schedule of work shall be as follows:-

Cleaning of office premises on a daily basis including dusting, wet mopping and scrubbing.
Cleaning Work shall be completed before 0830 hrs everyday positively

Daily cleaning of all toilets on hourly basis. It shall be responsibility of the contractor to keep the same clean and dry during working hours.

Removal and disposal of garbage twice a day.

Kitchen/pantry cleaning twice daily and as and when required.

Cleaning of lift cabins daily and polishing as required.

Spraying of Room Fresheners and insecticides as approved by HSCC, daily.

Sweeping of open area daily and washing the same weekly

Cleaning of basements daily and washing the same monthly

Cleaning of all terraces, balconies, Mummy daily

Cleaning of marble flooring once in the quarter with approved chemicals and machines in addition to daily cleaning.

Changing of Indoor and Outdoor potted plants every week, cleaning and watering– daily and pruning and Fertilizing weekly

Routine Operation and providing toilet fresheners, diffusers, liquid soaps and other cleaning material of approved quality in all toilets.

Deep cleaning of all the areas as above shall be carried out on Saturday / holidays. All cleaning materials/equipments to be provided by the Contractor.

Cleaning of external faces of window glasses, structural glazing on a fortnight basis.

Cleaning of sofa, chair, desk tips, printer, computer etc.

Pest Control

Monthly pest control at office with WHO and Central Insecticide Board of India approved chemicals. This work has to be carried out through specialised personnel and agency. The contractor is also required to take up fumigation works in basement and staircases monthly. If needed, additional pest control to be done whenever there is a complaint.

Water Tank Cleaning

Water tank cleaning (over head and under ground) once every quarter & chlorination through approved authorized agency approved by HSCC.

Indoor and Out Door Plants and its maintenance at

- a) Maintenance of indoor and out door decorative ornamental plants and flowering plants at E 6 (A), E 13 & E14.
- b) Maintenance of front lawns and trimming and periodical pruning of plants and cutting of grass at E 6(A), E13 & I4
- c) To develop and maintain a nursery to grow and provide plants for HSCC office use

Contractor is required to maintain a proper schedule as well as record/quality management forms/work

register with approval of PR Department for the above activities. All the stationery/photo copying etc., for the purpose, the contractor has to arrange on his own. Contractor shall provide necessary tools and equipments to the workers for performing their work.

The contractor is required to maintain all the essential services in entirety to make the office functional.

Contractor shall use good standard quality materials/chemicals/detergents of standard quality/make for cleaning and other allied purposes as per specifications. If the materials are not of desired quality, the contractors are required to replace the same on the instructions of HSCC. Contractor to ensure that all these cleaning activities are completed before 8.30 a.m. positively. HSCC office working hours are from 9.00 AM to 5.30 P.M. on all days except Saturdays, Sundays and official holidays. The cleaning and maintenance is to be done on all days except Sundays and National Holidays. The sweeping staff to be available till 5.30 p.m. on all working days including all Saturdays.

All staff of the Contractor shall be neatly dressed in Uniform and bear identity cards with name plates.

1.2 The successful bidder will be expected to perform services for **twelve calendar months** from the date of Award of work/ letter of commencement.

2.0 The Employer:

M/s HSCC (India) Limited (HSCC), A Government of India Enterprise, having its registered office at 205, Eastend Plaza, Plot No. 4, DDA-LSC., Centre-II, Vasundhra Enclave, Delhi-110096 and Corporate office at plot No. 6(A), Block-E, Sector -1, Noida, Distt. Gautam Budh Nagar (UP).

2.1 In these documents wherever the word tender/ tenderer/tendering has been used, the same may be considered synonymous with bid/bidder/bidding.

3.0 Informations to be submitted:

3.1 All bidders shall furnish the following alongwith with their bids:

1. Power of attorney of the signatory of the bid to commit the bidder.

4.0 Cost of bidding:

The bidder shall bear all costs associated with the preparation and submission of his bid, and the Employer will in no case be responsible or liable for those costs.

5.0 Site visit:

The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility and at his own risk all information that may be necessary for preparing the bid. The cost of visiting the Site shall be at the bidder's own expense.

B. BIDDING DOCUMENTS

6.0 Content of bidding documents:

The set of bidding documents comprises the documents listed below:

1. Prequalification document, Instructions to Bidders & Conditions of contract, Technical specifications (Vol.I)
2. Price Schedule. (Vol-II)

7.0 Clarification of bidding documents:

A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter, "cable" includes facsimile) at the CGM's address indicated in the Invitation to Bid. The CGM will respond to any request for clarification which he received earlier than 7 days prior to the submission of bid. Copies of the CGM's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

8.0 Amendment of bidding Documents :

- 8.1 Before the deadline for submission of bids, the CGM may modify the bidding documents by issuing addenda.
- 8.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents.
- 8.3 To give prospective bidders reasonable time to take an addendum into account in preparing their bids, the CGM shall extend as necessary, the deadline for submission of bids in accordance with Sub-Clause 16.2.

C. PREPARATION OF BIDS

9.0 Language of bid:

All documents relating to the bid shall be in English Language only.

10.0 Documents comprising the bid :

The bid submitted by the bidder shall comprise the following:

- (a) Bid Security
- (b) Prequalification, Instructions to bidders & Conditions of Contract, Technical Specifications (Vol.- I)
- (c) Bill of Quantities (BOQ) (Vol.- II)
- (d) Documents mentioned in clause 3.0 & 6.0 above.

And any other documents required for completing and submitting by bidders in accordance with these instructions.

11.0 Bid prices:

- 11.1 The bidder shall fill the rates against each item of BOQ both in words and figures.
- 11.2.1 All duties, taxes, cess and other levies payable by the Contractor under the Contract, or for any other cause shall be included in the rates, prices, and total amount of bid submitted by the bidder. The evaluation and comparison of bids by the Employer shall be made accordingly.
- 11.3 The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

12.0 Currencies of bid and payment:

The rate to be quoted by the bidder shall be in Indian Rupees.

13.0 Bid validity:

13.1 Bids shall remain valid for a period of 120 days after the deadline for bid submission specified in Clause 16.

13.2 In exceptional circumstances, the bidders may be requested to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for the period of the extension, and in compliance with Clause 14 in all respects.

14.0 Bid security:

14.1 The Bidder shall furnish, as part of his Bid, a Bid Security of the amount of Rs.5,000/- (**Rs. Five thousand only**) having validity period of 135 days from the last date fixed for receiving of bid. No deviation shall be permitted from this.

14.2 The Bid Security shall be in the form of a Demand Draft/Pay Order in favour of "HSCC (India) Ltd." drawn on any Nationalised/Scheduled bank payable at Noida.

14.3 Any Bid not accompanied by an acceptable Bid Security will be straightaway Rejected.

14.4 The Bid Securities of unsuccessful Bidders will be returned as promptly as possible but not later than 30 days after the expiration of the period of Bid validity prescribed by the Employer.

14.5 The Bid Security of the successful Bidder will be returned upon the Bidder executing the Contract and furnishing the required Performance Security.

14.6 The Bid Security may be forfeited

- a) If a Bidder withdraws his Bid during the period of Bid validity.
- b) In the case of successful Bidder, if he does not :
 - (i) enter into the Contract, or
 - (ii) furnish the necessary Performance Security
 - (iii) agree to arithmetic corrections made as per terms of Bid documents.
 - (iv) Submitted any misleading information during prequalification and or tendering process.

14.7 No interest will be payable by HSCC on the Bid Security amount cited above.

15.0 Sealing, marking and submission of bid:

15.1 The Technical and Price bid shall be submitted in accordance with the procedure detailed in HSCC e-Tender portal.

However the following envelopes needs to be submitted in original before the date and time of submission of the e-tender

- (i) Envelope No. 1 shall contain the tender document fee.
- (ii) Envelope No. 2 shall contain the bid security as indicated in clause 14 of these instructions to bidders.

Please note that the price should not be indicated in any of the documents enclosed other than on the e-Tender portal

All bidders are required to submit unconditional bids. Conditional bids if submitted may be rejected and no correspondence in this regard shall be entertained.

- 15.2 The bidder shall seal the bid.
- 15.3 All the two envelopes shall be sealed and enclosed in an envelope and addressed to the CGM, HSCC (India) Ltd, Plot No. 6(A), Block-E, Sector 1, Noida, Distt. Gautam Budh Nagar, Uttar Pradesh, Pin – 201 301.
- 15.4 All the envelopes shall be superscribed as :

Name of work: “Providing housekeeping services including cleaning, maintenance, etc. in HSCC Corporate Office located at Plot No. E-6(A), E-13 & E-14, Sector-I, Noida, U.P.- 201301”

- 15.5 All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened, if required.
- 15.6 All recipients for the purpose of submitting a bid, shall treat the contents of the documents as private and confidential.

16.0 Deadline for submission of bids:

- 16.1 Bids must be received by the CGM at the address specified above not later than the designated date and time.
- 16.2 The CGM may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 8, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

17.0 Late bids :

Any bid received by the CGM after the deadline prescribed in Clause 16.0 will be returned unopened to the bidder.

18.0 Modification and withdrawal of bids :

- 18.1 The bidder may modify or withdraw his bid by giving notice in writing before the deadline prescribed in Clause 16.
- 18.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 15, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.
- 18.3 No bid may be modified after the deadline for submission of bids.
- 18.4 Withdrawal of bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in the Form of Bid may result in the forfeiture of the bid security pursuant to Clause 14.

D. Tender Opening and Evaluation

19.0 Bid opening:

- 19.1 Bids shall then be opened in the office of HSCC (I) Ltd., at Plot - 6 (A), Block - E, Sector - I, Noida, Uttar Pradesh - 201 301, half an hour after the prescribed time for Bid submission in presence of the Bidders' representatives who may wish to be present.

Envelope No. 1 & 2 Shall be opened first. If the Bid Security and tender fee is not found as prescribed, the Bid shall be summarily rejected.

- 19.2. The CGM will examine the Bids to determine whether they are complete, whether the requisite bid securities have been furnished, whether the Bids have been properly signed and stamped and whether the Bids are generally in order.
- 19.3 Telegraphic/ Fax offer will be treated as defective, invalid and rejected. Only detailed complete Bids received in prior to the closing time and date of the Bids will be taken as valid.
- 19.4 The Bidder's names, general technical details, the presence of the requisite Bid Security and such other details as the CGM, at his discretion may consider appropriate will be announced at the Bid opening.
- 19.5 Only summary of prices quoted by the Bidders will be read out.
- 19.6 The Bid of any Bidder who has not complied with any of the instructions contained herein may not be considered.

20.0 Process to be confidential:

- 20.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the CGM's processing of bids or award decisions may result in the rejection of his bid.

21 Clarification of bids:

- 21.1 To assist in the examination, evaluation, and comparison of bids, the CGM may, at his discretion, ask any bidder for clarification of his bid, including break down of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the CGM in the evaluation of the bids in accordance with Clause 23.

22.0 Examination of bids and determination of responsiveness:

- 22.1 Prior to the detailed evaluation of bids, the CGM will determine whether each bid (a) meets the eligibility criteria; (b) has been properly signed; (c) is accompanied by the required securities; (d) is substantially responsive to the requirements of the bidding documents; and (e) provides any clarification and/or substantiation that the CGM may require.
- 22.2 A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the CGM's right or the bidder's obligations under the contract or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 22.3 If a bid is not substantially responsive, it will be rejected by the CGM, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

23.0 Correction of errors:

- 23.1 Bids determined to be substantially responsive will be checked by the CGM for any arithmetic errors. Errors will be corrected by the CGM as follows :

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) If the bidder does not accept the corrected amount of bid, his bid will be rejected, and the bid security may be forfeited in accordance with Sub-Clause 14. 6(b).

24.0 Currency for bid evaluation :

Bids shall be evaluated as quoted in Indian Rupees in accordance with Clause 12.

25.0 Evaluation and comparison of bids :

- 25.1 The CGM will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 22.
- 25.2 In evaluating the bids, the CGM will determine for each bid the Evaluated Bid Price by adjusting the Bid Price after making any correction for errors pursuant to Clause 23.

E. AWARD OF CONTRACT

26.0 Award Criteria:

- 26.1 Subject to Clause 27, the CGM on behalf of the Employer intends to award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the Lowest Evaluated Bid Price.

27.0 Employer's right to accept any bid and to reject any or all bids:

- 27.1 Notwithstanding Clause 26, the CGM on behalf of the Employer reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the Employer's action.

28.0 Notification of award:

- 28.1 Prior to expiration of the period of bid validity prescribed, the CGM on behalf of the Employer will notify the successful bidder by cable confirmed by registered post /courier letter that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provision of Clause 29.
- 28.3 Upon furnishing by the successful bidder of a performance security, the CGM on behalf of the Employer will promptly notify the other bidders that their bids have been unsuccessful.

29.0 Performance Security :

- 29.1 Within 7 days of receipt of the notification of award from the CGM on behalf of the Employer, the successful bidder shall furnish to the Employer a performance security either in the form of a bank guarantee issued on a nationalized bank for an amount equivalent to 5% of the Contract Price or by way of Demand Draft.
- 29.2 Failure of the successful bidder to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the bid security.
- 29.3 The performance security would be forfeited if the performance of the appointed agency is not

found satisfactory in the first three months.

30. Order can be split among the bidders

Section 2. Conditions of Contract

A. GENERAL

1.0 Definitions:

1.1 Terms which are defined in the Contract Data are not defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

Acceptance is the date when the Contract came into existence upon receipt by the Contractor of the Letter of Acceptance issued by the CGM on behalf of the Employer.

The Completion Date is the date when the CGM notifies that the works can be used by the Employer.

The Employer is M/s. HSCC (I) Ltd. E-6(A), sector-1, Noida, U.P-201301

The Contract is the contract between the Employer of the one part and the Contractor/Agency of the other.

The Contract Data defines the documents and other information which comprise the Contract.

The Contractor is a person or corporate body whose bid to carry out the Works has been accepted by the Employer.

The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.

The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

A Defect is any part of the Works not completed in accordance with the Contract.

The CGM is the authorised person named in the Contract Data who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time etc.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site for execution the Works.

The Initial Contract Price is the Contract Price at the date of the Employer's written acceptance of the Contractor's Bid.

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the execution of Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the CGM by issuing an Extension of time.

The Site is the area defined as such in the Contract Data.

The Start Date is given in the Contract Data. It is the date when the Contractor can commence work on the Contract.

A Subcontractor is person or corporate body who has a contract with the Contractor to carry out a part of the work in the Contract.

Temporary Works are works designed, constructed, installed, and removed by the Contractor which are needed for execution of the Works.

A Variation is an instruction given by the CGM which varies the Works.

The Works are what the Contract requires the Contractor to execute, install, and hand over to the Employer.

2.0 Interpretation :

In interpreting these Conditions of Contract, singular also means plural, male also means female, and vice versa. Headings and cross-references between clauses have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.

3.0 Language and law:

The language of the Contract and the law governing the Contract are stated in the Contract Data.

4.0 CGM's decisions:

The CGM is to decide contractual matters between the Employer and the Contractor fairly and impartially.

5.0 Delegation:

The CGM may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6.0 Communications:

Communications between parties which are referred to in the conditions are effective only when in writing.

7.0 Removal of personnel

If the CGM asks the Contractor to remove a person who is a member of his staff or his work force and states his reasons the Contractor is to ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

9.0 Contractor's risks:

9.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

Excepted Risks are :

- a.
 - (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,
 - (iii) ionising radiations, or contamination by radio - activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio - active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
 - (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed,
- b. loss or damage due to the use or occupation by the Employer of any section or part of the Permanent Works, except as may be provided for in the Contract.

- c. loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible.

10.0 Insurance : Contractor is required to get appropriate insurance cover to all his employees at his own cost.

11.0 Indemnities:

11.1 The Contractor is liable for and indemnifies the Employer against losses, expenses and claims for loss or damage to physical property, personal injury, and death caused by his own acts or omissions.

11.2 The Contractor indemnifies the Employer against claims for damage caused by the movement of his Equipment or Temporary Works outside the Site.

12.0 Queries about the contract data :

The CGM is to give instructions clarifying queries about the Contract Data.

13.0 Contractor to execute the works:

The Contractor is to provide house keeping including cleaning, maintenance etc. in accordance with the specifications and contract.

14.0 The works to be completed by the intended completion date:

The Contractor may begin the Works on the Start Date and is to carry out the Works in accordance with the contract, as updated with the approval of the CGM, and executed/ complete them by the Intended Completion Date.

15.0 Approval of samples of all the BOQ items to be taken from CGM before execution.

16.0 Safety:

The Contractor is responsible for the safety of all activities on the Site.

B. TIME CONTROL

17.0 Program:

17.1 Within the time stated in the Contract Data, the Contractor shall submit to the CGM for his approval a program showing the general methods, arrangements, order, and timing for all the activities in the Works.

17.2 The Contractor is to submit to the CGM an updated program as required by the CGM.

17.3 The CGM's approval of the program does not alter the Contractor's obligations. The Contractor may revise the program and submit it to the CGM again at any time. A revised program is to show the effect of Variations.

18.0 Delays ordered by the CGM:

The CGM may instruct the Contractor to delay the start or progress of any activity within the Works.

19.0 Management meetings:

19.1 The CGM and/ the Contractor may be required to attend a management meeting. The business of a management meeting is to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

C. QUALITY CONTROL

20.0 Identifying defects:

The CGM is to check the Contractor's work and to notify the Contractor of any Defects which he finds. Such checking does not affect the Contractor's responsibilities. The CGM may instruct the Contractor to search for a Defect and to uncover and test any work which he considers may have a Defect.

21.0 Correction of defects:

21.1 The CGM is to give notice to the Contractor of any Defects of which he is aware before the end of the Defects Notice Period, which begins at Completion.

21.2 Every time notice of a Defect is given, a Defects Correction Period for the notified defect beings. The Contractor is to correct the notified defect within the Defects Correction Period. The length of the Defects Correction Period is stated in the Contract Data.

21.3 The Contractor is to correct defects which he notices himself before the end of the Defects Notice Period.

21.4 The CGM is to certify that all Defects have been corrected when all known Defects have been corrected. If the CGM considers that correction of a Defect is not essential he can request the Contractor to submit a quotation for the corresponding reduction in the Contract Price or an earlier Intended Completion Date or both. If the CGM accepts the quotation, the corresponding change in the Contract Data is a Variation.

22.0 Uncorrected defects after completion date:

22.1 After completion the CGM may arrange for a third party to correct a Defect if the contractor has not corrected it within the Defects Correction Period.

22.2 The CGM is to give the Contractor at least 28 days notice of his intention to use a third party to correct a Defect. If the Contractor does not correct the Defects himself within this notice period, the CGM may have the Defect corrected by the third party. The cost of the correction will be deducted from the Contract Price.

D. COST CONTROL

23.0 Price Schedule:

23.1 The **Price Schedule** is to contain items for the work to be done by the Contractor.

23.2 The **Price Schedule** is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

24.0 Changes in the quantities:

24.1 Final work done shall exceed to any extent item wise as well as total work value wise.

24.2 If requested by the CGM, the Contractor is to provide the CGM with a detailed cost breakdown of any rate in the Bill of Quantities.

25.0 Variations:

25.1 All Variations are to be included in updated programs produced by the Contractor.

26.0 Payments for variations:

If the contract does not contain any rates or prices applicable to the varied work, the rates and prices in the contract shall be used as basis for valuation so far as may be reasonable, failing which , after due consultation by the CGM with the contractor, suitable rates or prices shall be agreed upon between the CGM and the contractor. In the event of disagreement, the CGM shall fix such rates or prices as are, in his opinion, appropriate based on CPWD norms and shall notify the contractor accordingly.

27.0 Payment:

27.1 Monthly bill payment shall be released within two weeks of receipt of bill at HSCC office.

27.2 The CGM shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

28.3 The CGM may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

29.0 Payments:

The Employer/ CGM on behalf of employer is to pay the contractor the amount certified by the CGM within 15 days of the submission of corrected monthly statement/bill of work done. However, 75% of estimated amount as determined by CGM will be made within 7working days from the date of submission of the bill by the contractor.

To facilitate interim payments, the contractor shall submit a detailed price breakup of the items required to be executed for the project, for the approval of the CGM. The payment shall be released as per the terms of the payment given in the tender document.

30.0 Taxes & other statutory levies and cess:

Taxes & other statutory levies and cesss shall be deducted as applicable.

31.0 Cost of Labour:

The Contractor shall be deemed to have allowed in his Tender Price for the full cost of labour having due regard to the provision of all labour legislation of the Central and State Government which are in force on the date of the tender and which are applicable to labour engaged for the Contract.

32.0 Retention Amount : Deleted

33.0 Liquidated damages:

33.1 If the contractor fails to complete execution of works within the relevant time as specified in the Contract Data / Extended date, the contractor shall pay the employer the relevant sum as stated in the Contract Data as liquidated damages for every day or part of a day which shall elapse between the relevant time of completion and the date stated in Taking over certificate

34.0 Securities:

35.1 The performance payment securities are to be provided to the Employer by the Start Date and are to be issued in a form and by a bank acceptable to the Employer.

- 35.2 If there is no reason to call the performance security, the performance security is to be returned by the Employer within 14 days of the last Defects Correction Period/ completion of extended period, if any.
- 35.3 The Employer is to notify the Contractor of any claim made against the institution issuing the security.
- 35.4 The Employer may claim against the securities if any of the following occurs for 42 days or more
- (a) the Contractor is in breach of the Contract and the Employer has notified him that he is
 - (b) the Contractor has not paid an amount due to the Employer.

36.0 Day works:

36.1 Deleted

37.0 Cost of repairs:

Loss or damage to the Works or materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods is to be mended by the Contractor at the Contractor's cost if the loss of damage arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

38.0 Completion:

The CGM is to issue a certificate certifying Completion to the Contractor and the Employer when he decides that the work is completed.

39.0 Final account:

39.1 The Contractor is to furnish to the CGM a detailed account of the total amount which he considers is payable to him under the Contract before the end of the Defects Notice Period. The CGM is to certify any final payment which is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the CGM is to issue a schedule which states the scope of the corrections or additions which are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the CGM is to decide on the amount payable to the Contractor.

40. Remedies and Powers due to Default of Contractor:

- 40.1 If the contractor shall become bankrupt or if the CGM shall certify in writing to the Employer that in his opinion the contractor:
- a) has abandoned the contract, or
 - b) without reasonable excuse has failed to commence the work or has suspended the progress of the works for twenty eight(28) days after receiving from the CGM written notice to proceed, or
 - c) has failed to remove materials from the Site or to pull down and replace work twenty eight(28) days after receiving from the CGM written notice that the said materials or work had been condemned and rejected by the CGM under these conditions, or
 - d) despite previous warnings by the CGM, in writing, is not executing the works in accordance with the contract, or is persistently or flagrantly neglecting to carry out his obligations under the Contract, or

- e) has to the detriment of good workmanship, or in defiance of the CGM's instructions to the contrary, sublet any part of the contract, then all the events mentioned in this clause 54.1 shall for the avoidance of doubt be a breach of this contract and the Employer may, after giving fourteen(14) days notice to the contractor, enter upon the site and the works and expel the contractor there from without thereby voiding the contract, or releasing the Contractor from any of his obligations or liabilities under the contract, or affecting the rights and powers conferred on the Employer or the CGM by the contract, and may himself complete the works or may employ any other contractor to complete the works. The Employer or such other contractor may use for such completion so much of the constructional plant, Temporary works and materials, which have been or are deemed to be reserved exclusively for the execution of works under the provisions of the contract, as he or they may think proper, and the Employer may, at any time sell any of the said constructional plant, Temporary works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the contractor under contract.

40.2 Valuation at date of forfeiture:

The CGM shall as soon as may be practicable after any such entry and expulsion by the Employer, fix and determine ex-parte, or by or after reference to the parties, or such investigation or enquiries as he may think fit to make or institute, and shall certify what amount, if any, had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the contractor in respect of work then actually done by him under the contract and the value of any of the said unused or partially used materials, any constructional plant and any Temporary works.

40.3 Payment after forfeiture:

If the Employer shall enter and expel the contractor under this clause, he shall not be liable to pay to the contractor any money on account of the contract until the expiration of the Defects Notice period and thereafter until the costs of execution and maintenance, damages for delay in completion, if any, and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the CGM. The contractor shall then be entitled to receive only such sum or sums, if any as the CGM may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which would have been payable to the contractor on due completion by him then the Contractor shall , upon demand pay to the Employer the amount of such excess and it shall be deemed a debt due by the contractor to the Employer and shall be recoverable accordingly.

41.0 Property:

- 41.1 All materials on the Site, Plant and Equipment owned by the Contractor, Temporary Works and Works are deemed to be the Property of Employer and are at his disposal if the Contract is terminated because of a fundamental breach of Contract by the Contractor.

42.0 Frustration:

- 42.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the CGM is to certify that the Contract has been frustrated. The Contractor is to make the Site safe and stop work as quickly as possible after receiving this certificate and is to be paid for all work carried out before receiving it and for any work carried out afterwards to which he was committed.

43. Labour:

- 43.1 Engagement of Labour:

The contractor shall make his own arrangement for engagement of all labour, local or otherwise, and, save insofar as the contract otherwise provides, for the transport, housing, feeding and payment thereof.

43.2 Observation of legislation etc.

The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, regulation and bylaws including all statutory amendments and re-enactments and acts that may be passed in future either by state or the central Government or local authority, including, Indian Workmen's compensation act, contract labour (Regulation and Abolition) Act 1970 and equal remuneration Act 1976. Factories Act, Minimum wages Act provident fund regulations employees provident fund Act and Schemes made under same act, Health and sanitary arrangements for workmen, Insurance and other benefits and shall keep the employer indemnified in case any action is commenced for contravention by the contractor. If the Employer is caused to pay or reimburse any amount for non-observance of the provision of this clause on the part of the contractor the CGM shall have the right to deduct from any moneys due to the contractor or recover from the contractor personally any sum required or estimated to be required for making good the loss or damage suffered by the Employer. all registration and station inspection fees if any in respect of his work pursuant to the contract shall be to the account of the contractor.

43.3 Fair Wages:

The contractor shall pay the labours engaged by him on the work not less than a fair wages, which expression shall mean, whether or time or piecework, the respective rates of wages as fixed by the public works department as fair wages for the area payable to the different categories of Labourers or those notified under the minimum wages act for corresponding employees of the employer whichever may be higher.

43.4 The Employer shall have the right to deduct from money 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 payment of the aforesaid fair wage, except on account of any deduction that may be permissible under any law for the time being in force.

43.5 Safety Provision

The contractor shall comply with all the precautions as required for the safety of the workman by I.L.O convention (NO.62) as far as they are applicable to the contract. The contractor shall provide all necessary safety applications, gears like goggles, helmets, masks, etc. to the workmen and the staff.

The contractor shall be responsible for observance by his sub contractor of the forgoing provisions

44.0 Specific Conditions:

1. The contract may be terminated at one month's notice by HSCC if any one of the stipulated conditions agreed upon by the Contractor are not met to the satisfaction of HSCC.
2. The contractor shall be deemed for all legal and contractual purposes, as the employer for his staff and such staff will not have any claim for employment in HSCC now or at a future date.
3. It is the responsibility of the contractor to ensure that all statutory taxes, duties, dues to the Government are paid in due time/ as and when becomes payable on account of deployment of labour & materials under this contract.
4. For provident fund, ESI & service tax, proof of payment to the concerned departments is to be submitted.

45.0 Extension of Tenure

The tenure of works can be extended for a period of one year on mutual consent, if the performance of the agency is found satisfactory on the same terms and conditions.

Section 3. Contract Data

Items marked "N/A" do not apply in this Contract

The following documents are also part of the Contract :

	Clause Reference (Conditions of contract)
*The Contractor's Bid and Letter of Acceptance	[1]
*The Conditions of Contract	[1]
*The Technical Specifications	
*The Bill of Quantities	[35]
The CGM is:	Chief General Manager or any other officer nominated from time to time by Chairman Cum Managing Director(CMD) of HSCC (India) Ltd. Plot 6(A), Block-E, Sector-1,Noida, Distt. Gautam Budh Nagar, Uttar Pradesh-201301.
*The Start Date is as notified in the letter of Acceptance	
*The Intended Completion Date for the whole Work is 12 Calendar Months from Date of Award.	[17]
*The Site is located at Plot 6(A), 13 & 14, Block-E, Sector-1,Noida, Distt. Gautam Budh Nagar, Uttar Pradesh-201301	[1]
*The language of the Contract is English	[3]
*The law which applies to the Contract is the law of the Union of India, Jurisdiction is High Court of Delhi only	[3]
*Arbitration procedure to be used shall be Arbitration and Conciliation Act 1996 or the latest amended.	[24]
*Appointing Authority for the arbitrator	[24]
*Place where arbitration will take place : New Delhi.	[24]
*The currency of the contract is the Indian Rupees.	
*The liquidated damages for the whole of the Work are Rs. 3,000/- per day.	[45]
*Maximum liquidated damages shall be 5% of the Contract price.	[45]
*The amounts and currencies of the performance guarantee are	[47]
Amount : 5% of Contract price	
Currency : Indian Rupees	

ANNEXURE - A

FORM OF AGREEMENT

1. This Agreement made the _____ day of _____ 2016 M/s HSCC (India) Limited, E-6(A), Sector - 1, Noida (UP) - 201301 (hereinafter called "The Employer") represented by who enters into this Agreement of the one part and M/s _____ (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that certain Works should be executed by the Contractor, viz "Providing housekeeping services including cleaning, maintenance, etc. in HSCC Corporate Office located at Plot No. E-6(A), E – 13 & E – 14, Sector-I, Noida, U.P.-201301" ("the works") and has accepted a bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

Now this Agreement witnessed of follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz :
 - (a) The Letter of Acceptance ;
 - (b) The said bid ;
 - (c) The Conditions of Contract ;
 - (d) The Specification ;
 - (e) The Priced Bill of Quantities ;
 - (F) Any other relevant documents referred to this Agreement or in the aforementioned documents
3. In consideration of the payments to be made by the Employer to the Contractor as herein after mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or only such sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof, the parties hereto have caused this Agreement to be executed the day and year first before written.

Signed, Sealed, and Delivered by the Said _____

Binding Signature of _____ on behalf of **M/s HSCC (I) Ltd.**

Binding Signature of Contractor _____

in the presence of

Witness (1) :

Witness (2) :

ANNEXURE - B

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

To,

M/s HSCC (India) Ltd.,
Plot No. 6(A), Block E, Sector 1,
NOIDA - 201 301.

Dear Sir,

In consideration of the M/s. HSCC (I) Ltd., Plot - 6 (A), Block - E, Sector - I, Noida, Uttar Pradesh - 201 301 (hereinafter called HSCC) (hereinafter called Employer) which expression shall include his successor and having awarded to M/s _____ (hereinafter referred to as the said Contractor or 'Contractor' which expression shall whenever the subject to context so permits include its successors and assigns) a contract No. _____ in terms inter alia, of the HSCC Letter No. _____ dated _____ and the Conditions of Contract and upon the condition of the contractor's furnishing security for the performance of the contractor's obligations and discharge of the contractor's liability under and in connection with the said contract upto a sum of Rs.

_____ (Rupees _____ only) amounting to _____ percent of the total contract value.

1. We, _____ (hereinafter called 'The Bank' which expression shall include its successors and _____ assigns) having our branch office at _____ and Registered/Head Office at _____ a company registered under the Companies Act, 1956) hereby jointly and severally undertake to guarantee the payment to the Employer in rupees forthwith on demand in writing and without protest or demur or any and all moneys any wise payable by the contractor to the Employer under in respect of or in connection with the said contract inclusive of all the Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys any wise payable in respect of the above as specified in any notice of demand made by the Employer to the Bank with reference to this guarantee upto an aggregate limit of Rs. _____ (Rupees _____ only).
2. We _____ Bank Ltd. further agree that The Employer shall be sole judge of and as to whether the said contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by The Employer/ HSCC on account thereof and the decision of The Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by The Employer from time to time shall be final and binding on us.
3. The Employer shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Contractor's obligations and liabilities hereunder or to vary the contract or the work to be done thereunder vis-a-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/or any other security(ies) now or hereafter held by The Employer and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to The Employer hereunder or prejudice the rights of The Employer against the bank.
4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all monies payable to The Employer in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be any wise affected or suspended by reason

of any dispute or disputes having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to The Employer in terms hereof.

6. The amount stated in any notice of demand addressed by The Employer to the Bank as liable to be paid to The Employer by the Contractor or as suffered or incurred by The Employer on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to The Employer or suffered or incurred by The Employer as the case may be and shall be payable by the Bank to The Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of The Employer and liabilities of the contractor arising up to and until midnight of _____.
8. This guarantee shall be in addition to any other guarantee or security whatsoever that The Employer may now or at any time any wise may have in relation to the Contractor's obligations/or liabilities under and/or in connection with the said contract, and The Employer shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which The Employer may have or obtain and no forbearance on the part of The Employer in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.
9. It shall not be necessary for The Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any security which The Employer may have obtained or obtain from the contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealised.
10. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of The Employer in writing and agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.
11. We _____ the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.
12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. _____ (Rupees _____) and this guarantee shall remain in force till _____ and unless a claim is made on us within 3 months from that date, that is before _____ all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities thereunder.

Dated _____ day of _____ 2016

For and on behalf of Bank.

Issued under seal :