



HMT LIMITED

AUXILIARY BUSINESS DIVISION
JALAHALLI, BENGALURU - 560 013

NIT Ref: HMTL/ABD/WPM/P-3/2022-23

Date: 02.01.2023

NOTICE INVITING TENDER

**NAME OF WORK:-"WATER PROOFING MEASURE FOR RESIDENTIAL QUARTERS
AT HMT TOWNSHIP", JALAHALLI, BANGALORE-560013
(0.45mm Thick Galvalume Sheet Fixed over M.S Structural Frame)**

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2.	TECHNICAL BID & SCHEDULE 'A'	:	03 to 20	18
3.	COMMERCIAL BID SCHEDULE 'C'	:	21 to 24	04
Total				24 Pages

LAST DATE FOR SUBMISSION OF TENDER: 23.01.2023 @ 2.00 PM

Note:

Tenderer shall submit

1. Technical Bid, Schedule 'A' i.e. Pg No. 3 to 20 (18 Pages)
Along with proof of payment of EMD amount of Rs.25,000.00
& Tender cost amount of Rs.2,500.00 (if downloaded) } Separate Cover
2. Commercial Bid Schedule 'C' Pg No 21 to 24 (04 Pages) } Separate Cover
3. Both Technical Bid cover & Commercial Bid cover to be
Placed in one Big cover. } Separate Cover

(K.Raja)
Dy.M(C&E)

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HMT LIMITED

**AUXILIARY BUSINESS DIVISION
JALAHALLI, BENGALURU - 560 013**

NIT Ref: HMTL/ABD/WPM/P-3/2022-23

Date: 02.01.2023

NOTICE INVITING TENDER

Name of Work: "Water Proofing measure for Residential Quarters at HMT Township",
Jalahalli, Bangalore-560013 (0.45mm Thick Galvalume Sheet Fixed over
M.S Structural Frame)

Sealed Tenders are invited in "**Two Bid System**" from reputed contractors, having experience in this field for the above work.

Date of issue of Tender Document	: From 02.01.2023 to 21.01.2023 (8.00 AM to 4.00 PM on all working days)
Last date for receipt of sealed tender	: 23.01.2023 upto 2.00 pm
Date of Tender opening(Technical Bid)	: 23.01.2023
Time of opening	: 2.30 PM
Place of opening	: Office of the Dy. Manager(C&E), HMT Limited, Auxiliary Business Division, Jalahalli, Bangalore – 560 013.

Tender document can be either collected or downloaded from the web site. Tender document can be had personally from 'The Office of Dy. Manager(C&E), at HMT Limited, Auxiliary Business Division, Jalahalli, Bangalore – 560 013' on all working days upto 21.01.2023 as detailed above. Interested contractors may download Tender Document from HMT website www.hmtindia.com/tenders. **In that case, tenderers are required to enclose a Demand Draft drawn on or before the last date of issue of tender document in favour of HMT Limited, Auxiliary Business Division, Bangalore towards the cost of tender document in addition to EMD. Offers received without Demand Draft towards cost of tender document will be rejected.**

Cost of EMD amount shall be paid in the form of DD drawn in favour of "HMT Limited, Auxiliary Business Division, Bangalore – 560 013". **Tenders without EMD shall be rejected.** EMD amount shall form part of Security Deposit in case of successful Tenderer and shall be refunded after satisfactory completion of the work. In case of unsuccessful Tenderer, EMD amount shall be refunded against requisition letter from the Tenderer, after finalization of the tender.

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The Tenderers shall submit two bids separately i.e., "Technical Bid" along with EMD and cost of tender (if downloaded) and "Commercial Bid" in two separate sealed covers superscribed individually with:

1. Name of the work
2. Tender Notice Reference No. and Date
3. Time and Date of Tender opening
4. Address of the Tenderer
5. Technical Bid , Commercial Bid on respective covers

Both 'Technical Bid' and 'Commercial Bid' in separate covers shall be properly sealed along all the joints and put in one main cover (Containing both Technical and Commercial Bids). Incomplete / Conditional offers and offers received in window envelope, covers only stapled and offers received through Email, offers received after closing date & time, multiple offers from sister concern / related concern having common ownership / links with each other and offers from any agency who has filed any case or raised any litigation against the company, which is pending before any court shall be rejected.

Tenders shall be addressed to the Dy. Manager (C&E), HMT Limited, Auxiliary Business Division, Jalahalli, Bangalore-560013. Tenders shall be put in the Tender Box placed at the Office of GM (ABD), HMT Ltd., Auxiliary Business Division, Jalahalli, Bangalore -560013.

Tenderers or their authorized representatives may remain present at the time of opening tenders.

The **Technical bid** shall be opened on 23.01.2022 at 2.30 PM in the office of the Dy. Manager (C&E), HMT Ltd., Auxiliary Business Division, Jalahalli, Bangalore-560013, in the presence of Tenderers or their authorized representative. The tenderers whose offer qualifies the details prescribed in the Technical bid, will be qualified for opening of Commercial Bid. Date and time of opening commercial / Price bid will be communicated separately to the qualified tenderers.

The Bidders who does not Qualify in Technical Bid shall not be eligible for opening of the Commercial / Price Bid.

Sl No	Name of the work	Estimated Amount Rs. Ps.	EMD (Rs. Ps.)	Cost of Tender (Rs.)	Period of Contract/ Completion
01	Providing Water Proofing measure for Residential Quarters at HMT Township, Jalahalli, Bangalore-560013 (0.45mm Thick Galvalume Sheet Fixed over M.S Structural Frame).	75.00 Lakhs	1,50,000.00	2,500/-	Five Months

All corrigendum's if any shall only be posted on Company website only and will not be notified through press advertisement. Tender Documents in the prescribed formats shall be filled in all respects and signed at all pages without corrections or over writings. If any such corrections over writings are there shall be self-attested.

HMT ABD, Bangalore, reserves the right to accept or reject any or all tenders without assigning any reason.

Dy. Manager(C&E)



HMT LIMITED
AUXILIARY BUSINESS DIVISION
JALAHALLI, BENGALURU – 560 013

NIT Ref: HMTL/ABD/WPM/P-3/2022-23

Date: 02.01.2023

TENDER DOCUMENT

FOR

**NAME OF WORK:-"WATER PROOFING MEASURE FOR RESIDENTIAL
QUARTERS AT HMT TOWNSHIP", JALAHALLI,
BANGALORE-560013 (0.45mm Thick Galvalume
Sheet Fixed over M.S Structural Frame)**

"TECHNICAL BID"

LAST DATE OF SUBMISSION: 23.01.2023 @ 2.00 PM

**Technical Bid, Schedule 'A' proof of payment of EMD Amount of
Rs.25,000.00 and Tender Cost of Rs.2,500.00 (if downloaded)
i.e., Page No. 03 to 20 (18 Pages) to be put up in Separate cover.**

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HMT LIMITED
AUXILIARY BUSINESS DIVISION
JALAHALLI, BENGALURU - 560 013

NIT Ref: HMTL/ABD/WPM/P-3/2022-23

Date: 02.01.2023

(Evaluation Format)
TECHNICAL BID

(Please enclose copies wherever required)

Name of Work: "Water Proofing Measure for Residential Quarters at HMT Township",
Jalahalli, Bangalore-560013(0.45mm Thick Galvalume Sheet Fixed over
M.S Structural Frame)

1. Name and address of the Contractor :
(In Block Letters)

2. In case establishment is a Firm. Please :
give status. Prop/Individual, address etc.,

3. Details of Partner and Partnership deed :

4. Qualification of the Contractor :

5. Address for Communication :

6. Telephone No. :
Mobile No. :

7. Email-id. :

8. PAN No. :

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9. Valid labour Licence :
(Copies to be enclosed)

10. GST Registration No. :

11. Eligibility limit of turnover per annum is :
Rs.50.00 L per annum last three years

12. Enclose copies of Income Tax returns and :
Annual Turnover / Profit and loss account
certified by CA for the last 3 years

2019-20	2020-21	2021-22

13. Present and previous Experience / Proof :
for having carried out involving similar
works during last 5 years. (Enclose copies
of work orders / work completion
certificates and list of Clients)

(a) Three similar completed works
costing not less than the
amount equal to 40% of the
estimated cost.

or

(b) Two similar completed works
costing not less than the
amount equal to 60% of the
estimated cost.

or

(c) One similar completed work
costing not less than the
amount equal to 80% of the
estimated cost.

14. Total No. of years of experience in this :
filed

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15. Tender Cost Paid Details

a)If downloaded (Attach proof)

:

b)If collected in office

Receipt No_____ Dtd _____

16. EMD Details

:

DD No. and Date :

Value :

Bank :

Signature of the Contractor with
Seal and Date

(K.Raja)
Dy. Manager(C&E)

SCHEDULE 'A'
(General Condition of Contract)

1. Interpretation Clause :

In these General conditions and in the specifications attached.

- a The word 'Company' shall be held to mean the 'HMT Limited'.
- b The word 'Contractor' means the individual or company or firm whether incorporated or not, undertaking the works and shall include legal personal representatives of such individuals or Firm or Company.
- c The word 'Contract' means the documents forming the tender and acceptance thereof together with the documents referred to there in including these conditions these specifications and the drawings and all these documents as applicable, taken together shall be complimentary to one another.
- d The expression 'Work' or 'Works' where used in these conditions shall unless there be something either in the subject or context repugnant to such constructions be construed and taken to mean the works by virtue of the contract to be executed whether temporary or permanent and whether original, altered substituted or additional.
- e The 'Site' means the lands or other places on, in, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- f The 'Employer' means the Chairman and Managing Director of the Company for the time being or his successors of office and assigns and shall also include any authorized representatives.
- g The 'Engineer' means the Civil Engineer, appointed by the employer to design and supervise the work or in the event of his ceasing to be the Engineer, such other person or persons appointed by the Employer for that purpose.
- h Words importing the singular number include the plural number and vice versa.

2 Earnest Money, Security and Reserve Deposit and Defect Liability Retention:

- i) Contractors, shall along with their tenders deposit with the company as Earnest money and not as security Deposit, the following amounts in cash in proportion to the value of the subject matter of the contract (The agency seeking EMD exemption must have submit the valid MSE certificate, eligible for exemption from EMD).
 - a) For contract upto Rs.One Lakh Rs.1,000/- or 2 ½% of the value of contract, whichever is less.
 - b) For contract upto Rs.Two Lakhs Rs.2,500.00
 - c) For contract upto Rs.Ten Lakhs Rs.5,000.00
 - For Contracts above Ten Lakhs As prescribed in Tender

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- ii) The Earnest Money of the unsuccessful tenderers will be refunded to them after the contract is awarded to the unsuccessful tenderers, on production of EMD paid receipt.
- iii) In the case of successful tenderer the Earnest Money will merger with the Security Deposit, if any, to be deposited by the contractor for the due performance of the contract which shall be 5% of the value of contract, payable in cash, Government securities, or National Savings Certificates.
- iv) In addition to this Security Deposit, the company shall retrench from 'Contractor' bills from the time to time towards 'On account' retention of the amounts passed for payment by the company less Security Deposit.
- v) At the time of settling the final bill, a sum of equal to 5% of the value of contract shall be retained by the Company, payable to the contractor after one year or as per the conditions in Schedule 'E' whichever later after the performance of the contract subject to any deductions that would be made by the Company, for rectification of any defects in the settlement of other fault (more particularly stated in Clause 14 of this Schedule) that might appear or be discovered by the company within One year after the final completion of the contract. The balance amount shall be refunded to the contractor after completion of the contract to the satisfaction of the company.
- vi) In case the contractor does not rectify the defects etc. as aforesaid and company is obliged to carryout such rectifications of the defects as aforesaid shall exceed the defect liability retention of 5% of the value of the contract the contractor shall make good the excess amount within a fortnight from date of intimation of such excess.

3. Drawing and specifications :

The work shall be carried out in accordance with the signed drawings and specifications and such further drawings, details and instructions as may from time to time be given by the Engineer.

If the work shown on such further drawings, or instructions be in the opinion of the contractor, in addition to that comprised in the contract, he shall before proceeding with such work, give at least 3days notice in writing to this effect to the Engineer.

Two copies of all drawings and specifications shall be supplied by the Engineer free of cost to the contractor for his own use. Which shall be returned to the Engineer, on the completion of the contract.

4. Contractor's Responsibilities :

The contractor shall provide everything necessary for the proper execution of the works according to the true intent and meaning of the drawings, specifications and schedule of rates and probable quantities taken together whether the same may or may not be particularly shown on the drawings or described in the specifications or in the schedule of rates and probable quantities provided, the same is responsible to be inferred there from.

If the contractor finds any discrepancy in the drawing or between drawings, specifications and schedule of rates and probable quantities he shall immediately refer the same to the Engineer who shall decide which shall be followed. Figured dimensions are to be followed in preference to the scale.

Facilities of workmen :

The contractor shall provide at his expense, adequate closed accommodation for his workmen and keep the same in good order, adequate drinking water facilities shall be provided for the workmen.

5. Setting out works and notices :

The contractor shall set out the whole of the works and be responsible for the correctness of the position levels and dimensions of the several works according to the drawings and written instructions of the Engineer. If any time during the progress of the works any error shall appear or arise in the position levels or dimensions of the several works of the contracts, the contractor shall rectify the same or any being required so to do by the Civil Engineer shall rectify the error. The contractor shall observe, perform and comply with the requirements of all statues and by-laws and shall also serve notice on the authorities having control or the road surface before the same are broken up and he shall likewise serve notices on the owners of the sewers, drains water or other mains, electric cables and other things which may be in any way affected the execution of the contract works.

6. Engineer's orders to commence works and as to non-delivery of site :

The contractor having signed the contract the Civil Engineer will forthwith give him notice to commence the works, and the contractor shall upon receipt of such notice, commence the works and carryout the works at such points and in such portions as the Civil Engineer may direct. The company shall with the Civil Engineer's written order to commence the works given to the contractor the use of so much of the site of work as may in Civil Engineer be required in order to enable the contractor to commence and continue the construction of the works and shall from time to time as the works proceed give the contractor the use of each further portions of such site as the Civil Engineer may from time to time consider proper in that behalf at the non-delivery in manner aforesaid of the use of such site or any portion thereof shall not initiate or affect the contractor any provision contained in the specification not entitle the contractor to any increased allowance in respect of money.

7. Contractor's Supervision :

- a) The contractor shall either himself supervise the execution of the contract or shall appoint a competent agent approved by the employer to act instead.
- b) If in the opinion of the Employer the contractor himself has not sufficed technical knowledge and experience to be capable of receiving the instruction of the employer or his agent or cannot give him full personnel attentions the works, the contractor shall at his own expense employ as his accredited agent an Engineer approved by the Employer.
- c) If the contractor fails to appoint a suitable agent on being ordered to do so the employer shall have full powers to suspend the execution of the work until such date a suitable agent is appoint and the contractor shall be held responsible for the delay so

caused to the works.

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- d) Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.
- e) The contractor or his agent shall be in attendance at the site during at working hours and shall supervise the execution of the works with such additional assistance in such trade as the employer may consider.
- f) The contractor or his accredited agent shall attend, when required and without making any charge for doing so, either at the office of the employer on the works to receive instructions.
- g) The employer shall have full powers, and without giving any reasons to the contractor immediately to cease to employ in connection with his contract any agent, servant or employee whose continued employment is in his opinion undesirable.
- h) The contractor shall at his own cost provide watchman at all parts of the work where necessary, required by the Civil Engineer. He shall also keep all open trenches, excavations or other dangerous places properly and sufficiently lighted between sunset and sunrise and shall provide and fix proper fencings, hoardings and temporary bridges to protect and assist the public traffic. The contractor shall also at his own cost erect temporary fences on the site of works where required by the Civil Engineer.

8

Labour :

- a) The contractor shall employ labours in sufficient number to maintain the required rate of progress and of quality to ensure workmanship the degree required by the specification and to the satisfaction of the employer.
- b) The contractor shall in respect of his work, people and staff employed in connection with the contract, observe terms and conditions of employment and pay rate of wages not less favorable than those fixed from time to time by the appropriate local wage fixing authority or in the absence of such authority not less favorable than those commonly recognized by good employers in the trade in the district when the work is carried out.
- c) The contractor shall furnish to the employer every morning a distribution return of the number and description of trades of his work people employed on the work.
- d) The contractor shall not employ in connection with the work any person who has not completed his eighteenth year of age.
- e) The contractor shall be responsible for providing living accommodation for such of the employee engaged in construction work and whose living at site is essential in the interest of work and or who have no other alternative accommodation to live in, in area allotted by the Civil Engineer, within the estate of the company and shall provide them with urinals latrines and other sanitary conveniences. These fixtures shall be dismantled and remove from the said area after the completion of the work at the cost of the contractor. The contractor shall be held responsible for any nuisance committed by his employees.

- f) The contractor shall in the event of engaging 20 or more labour as required by the magnitude of the work under the contract shall register himself with the Assistant Labour Commissioner having jurisdiction over the establishment. In addition to this the Contractors, who have registered their names, shall obtain the Licence from the Assistant Labour Commissioner.
- g) The contractor shall observe strictly the provisions on all labour Legislations that may be applicable including Minimum Wages Act. Payment of wages Act, Interstate Migrant Workmen (Regulation of employment) and conditions of Service Act, Contract Labour (Regulation of employment) Act, ESI etc., and shall provide all the amenities and facilities under the above mentioned and other labour laws to the workers. The management may at any time supervise and inspect the work and workspot to see whether the provisions of various Labour Laws are being observed or not and to see whether the workers are denied any benefits, amenities or facilities to which they are entitled under Labour Laws any violation thereof shall entitle the management to rescind the contract without prior notice.

9. Materials and workmanship :

- a) i) All materials or workmanship shall be the best of the respective kind described in Schedule 'B'. The decision of the Engineer regarding rates, quality of materials and workmanship shall be final and binding on both the parties.
- ii) The Engineer shall have the power to order removal from the work and defective material or any defective work and to order substitution of the materials and / or work in accordance with this Agreement.
- b) If it shall appear to the employer that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of any inferior quality described or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise, not in writing from the employer specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or as the case may be remove the materials or articles not specified and provided other and suitable materials or articles not specified and provide, other and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period specified by the employer in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue and in the case of such failure the employer may rectify or remove and re-execute the work or remove and replace with other materials or articles complained of as the case may at the risk and expense in all respect of the contractor.

10. Samples :

- a) The contractor shall, if required, supply to the Engineer for approval samples of all materials at his cost, and no work shall be commenced before such samples are

approved.

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- b) On approval, the sample will be retained as standards of materials and workmanship.
- c) Samples of all moulding, cornices, plastering, flooring, color washing, distemping and every other work requiring samples in the opinion of the Engineer shall be made at the cost of the contract and approval of the Engineer obtained, before the work is proceeded with.

11. Tests :

The Engineer will have the option to have any of the material tested. If the test results shows that the materials do not confirm to the specification and or the samples, the cost of all such tests shall be borne by the Contractor. If the tests results show that the materials confirm to the specification, then the cost shall be borne by the Employer.

12 Inspection :

- a) All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the employer and his subordinates and the contractor shall at all times at which reasonable notice of the intention of the employer or his subordinate to visit the works shall have been give to the contractor, either himself be present to receive orders and instructions or have a reasonable agent duly accredited in writing, present for the purpose. Orders given to the contractor's agent shall be considered to have the same force as if it they had been given to the contractor himself.
- b) The contractor shall give not less than five days notice in writing to the Engineer, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is to be covered up or placed beyond the reach of measurement without such notice having been or consent obtained the same shall be unconverted at the contractors expense.

13. Authorized variations :

- i) The employer shall have the power to make any alterations, commissions from additions to or substitutions for the original specifications or drawings, designs and instructions that may appear to him to be necessary or advisable before or at the commencement of the work or during the progress of the work and the contractor shall be bound to carryout the work in accordance with the instructions, which may be given to him in writing signed by the Engineer, and such alterations, omissions, additions or substitution shall not invalidate the contract, and any altered additional substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which be agreed to do the main work and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in proportion to the original contract work and the certificate of the Engineer shall be conclusive, as to such proportion.

- ii) The contractor may, when authorized and shall when directed verbally and later confirmed in writing by the Engineer, omit from or vary the work shown upon the drawings or described in the schedules of rates and probable quantities, but the contractor shall make no addition, omission or variation without such authority or direction.
- iii) All authorized variations for which a rate or price may not have been previously agreed upon shall be measured and valued by the Engineer, such variations shall be valued at the rates contained in Schedule 'C' or where the same may not apply, at rates proportionate to the rates or prices contained in Schedule 'C'. If the altered, additional or substituted work is not entered in the Schedule of rates, then the contractor shall within seven day of the date of his receipt of the order to carryout the work inform the Engineer of the rate which it is his intention to charge for such class of work and if the Engineer does not agree / agreed to this rate, he shall be issued notice in writing, at liberty to cancel his orders to carryout such class of work and arrange in such manner as he can consider advisable provided always that if the contractor shall commence work or incur an expenditure in regard there to before the rates shall have been determined as lastly herein before mentioned, then and in such case he shall only be entitled to be paid in respect of the work carried out expenditure incurred by him prior to the date of the determined of the rate foresaid according to such rates as shall be fixed by the Engineer. In the event of a dispute, the decision of the Employer shall be final.

14. Defects after Completion:

Any defects, shrinkage, settlement or other faults which may appear within twelve calendar months from the date of final completion of the work as certified by the Engineer, and which in the opinion of the Engineer arise from faulty materials or workmanship not in accordance with the contract shall upon the directions in writing of Engineer and within such reasonable time as shall be specified therein be amended and made good by the contractor at his own cost. In case of default on the part of the contractor to amend and make good, within the time limit specified by the Engineer, the Employer may employ and pay other persons to amend the defects, shrinkage, settlement or other faults and all damage, loss and expenses consequent of such defaults or incidental thereto, shall be borne by the contractors and be recoverable from him by the Employer as aforesaid in Clause 2 of the Schedule. Provided always that should the contractor dispute his liability to pay for in respect of any work, so amend or made good or any part thereof in accordance with the Engineer's directions such disputes shall be referred to the employer whose decision shall be final and without appeal.

15. Subletting :

The contractor shall not be assigned or sublet without the written approval of the employer and if the contractor shall assign or sublet his contract, or attempt so to do or if bribe, gratuity, gift loan, perquisite, regard or advantage, pecuniary or otherwise shall either directly or indirectly be given promised or offered by the contractor by his authorized servants or agents to any officer or person in the employee of the HMT

LIMITED, in any way relating his office of employment, or if any officer, or person

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shall in any way directly or indirectly be given promised or offered by the contractor or any of his servants or agents or any officer of person in the employ of HMT LIMITED, Officer or person shall become in any way directly or indirectly interested in the contract with the convenience of the contractor the employer thereupon by notice in writing rescind the contract and the Security Deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the employer and the same consequence shall ensure as if the contract has been rescinded under Clause 22 hereof and in addition the contractor shall not be entitled to recover or be paid for any work before they are actually performed under the contract.

16. Damage to property :

If the contractor or his work people or servants shall break deface injure or destroy any part of the building in which they may be working of any buildings road kerbs, fence, enclosures, pipes, cables, drains, Electric or Telephone posts or wires, trees, grass land or cultivated the ground continuous to the premises on which the work or part of it is being executed or if any damage shall happen to the work while in progress from any cause whatsoever or any imperfections become apparent in it within twelve months, after a certificate final or otherwise of its completion shall have been given by the employer as aforesaid, the contractor shall make good at his own expenses or the employer may deduct the expenses (of which the certificate of employer shall be final) from any sums that may be then or at any time thereafter may become, due the contractor, or from his 2 ½% Retention Deposit.

17. Emergency Powers :

In the event of any accident, or failure occurring in or on the works which in the opinion of the Civil Engineer, requires immediate attention either during the construction or during the period of maintenance the company may be their own or other workmen make the necessary repairs at the expenses of the contractor.

18 Fire Insurance :

Unless otherwise instructed by the Engineer, the contractor shall on signing the contract insure to cover any property of the contractor or of any subcontractor or employee, the contractor shall deposit the policy and receipts for the premium with the employer within twenty one days from the date of signing the contract unless otherwise instructed by the Engineer. In default of the contractor insuring as provided above the employer or the Engineer on his behalf may so insure and may deduct the premiums paid from any money due or which may become due to the contractor. The contractor shall, as soon as the claims under the policy is settled or the work reinstated by Insurance office should they elect to do so proceed with all diligence with the completion of the works in the same manner as through the fire has not occurred in all respects under the same conditions of contract. The contractor, in case by rebuilding or reinforcement after fire shall be entitled to such extension of time or completion as the Engineer may deem fit.

19 Damage for Non completion :

Time shall be the essence of the contract and the 'Contractor' hereby agrees to

complete the work in all respects as stated in Schedule 'E'. The contractor further

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agrees that the period shall be determined by the ENGINEER who shall issue certificate of commencement and final completion. Should the contractor fail to complete the work within the above specified periods, he shall be liable to pay the 'Employer' 'Liquidated Damages, as stated in the said schedule provided never the less that should such delays be caused by circumstance beyond the control of the contractor as certified by the Engineer, then the employer shall grant such extra time to the contractor for completion as may be certified as necessary by the Engineer as provided under the terms of Clause 20.

20 Extension of time and Certificate of completion :

- a) If the contractor shall desire an extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the employer within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and the employer shall if in his opinion reasonable grounds be shown therefore authorize such extension of time, if any, as may, in his opinion be necessary and proper. In the event of a dispute, the decision of the Employer shall be final and without appeal.
- b) On completion of the work, the contractor shall be furnished with certificate by the employer of such completion, but no such certificate shall be given, nor shall the work be considered to be complete, until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish and cleaned off the dirt from the all wood work, doors, windows, walls, floor or other parts of any building in upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, nor until the work shall have been measured or caused, to be measured by the Engineer such measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirement of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion, of the work, the employer may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish and dispose off the same as he things fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expense so incurred and shall have no claims in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

21. Termination :

- a) The Employer shall have the right to terminate the Contract by serving the contractor with a fortnight's notice in writing.
 - i) If the contractor fails to sign the agreement within two weeks from the date of acceptance of tender.
 - ii) If the contractor fails to start the work within seven days from the date of order to commence work.
 - iii) If in the opinion of the Engineer, the work of the contractor is unsatisfactory or if the work is proceeding so slow as to rule out the possibility of completion on the schedule date.

- b) Retired Employees / Engineers shall not work as contractor as employees of contractors within two years of their retirement, unless prior permission is obtained from the Government.

The contractor is liable to be cancelled, if either the contractor himself or any of his employee is found to be a person who has not obtained the necessary permission stated in (b) above.

- c) In case Successful Tenderer withdraws his offer after opening of Commercial Bids.

In any of the above, cases the Earnest Money Deposit deposited along with the Tender shall stand forfeited and be absolutely at the disposal of the Employer.

22. Compensation :

- a) In any case in which under any clause or calluses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deduct by installments), the employer shall have power to adopt any of the following courses as he may deem best suited to the interest of the Employer.

- i) To rescind the contract (of which rescission Notice in writing to the contractor under the hands of the employer shall be conclusive evidence) and in which case the Security Deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Employer.

- ii) The employed labour paid by the employer and to supply materials to carryout the work or any part of the work, debiting the contractor with the cost of Labour supervision and the price, of the materials (of the amount of which cost and price a certificate of the employer officer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it has been carried out by the contractor under the terms of his contract, the certificate of the employer as to the value of the work done shall be final and conclusive against the contract.

- iii) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work has been executed by him (of the amount of which excess, the certificate in writing of the employer shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him under the contract or otherwise or from his Security Deposit or the proceeds of sale thereof a sufficient part thereof.

23. a) In the event of any of the above courses being adopted by the employer the contractor, shall have no claim to compensation for any loss sustained by him by reason of his having purchased or any materials or entered into any engagements or made any advance on account for or with a view to the execution of work or the performance of the contract and in case the contract shall be rescind under the provisions aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereto for actual performed under this contract unless and until the employer will have certified in

writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

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- b) In the event, the employer enforces either of the power (a) or (b) vested in him under the proceeding clause he may, if he so desired take possession of all or any tools, plants, materials and stores, in or upon the works or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of work or any part thereof, paying or allowing for the same in the account at the contract rates, or in case of these not being applicable, at current market rates to be certified by the employer whose certificate thereof shall be final, otherwise the employer may, by notice in writing to the contractor, or his clerk of the works. Foreman or other authorized agent required him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any requisition the employer may remove them at the contractor's risk and expense or sell them by auction or private sale on account of contractor and at his risk in all respects and the certificate of the employer as to the expense of the such sale shall be final and conclusive against the contractor.

24. Compensation :

- a) Set Off: Any sum of money due and payable to contractor / supplier (including Security Deposit returnable to him) under this contract may be appropriated by the purchaser / Employer and set off against any claim of the Purchase / Employer for setting the payment sum of money arising out of or under any other contract made by the contractor / supplier with the purchaser / Employer.

25. Certificate of payment :

- a) No payment shall be made for works estimated to cost less than Rupees Five thousand, till after the whole of the works shall have been completed and certificate of completion given.

But in the case of works estimated to cost more than Rupees Five thousand the contractor shall on submitting the bill there after he is entitled to receive monthly payment proportionate to the part thereof approved and passed by the employer, whose certificate of such approval and passing of the sum of payable shall be final and conclusive against the contractor. But all such interim payment shall be regarded as payments by way of advance against the final payment only any not payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away nor shall it include, or affect in way the powers of the employer under these conditions or any of them as to be final settlement and adjustment of the accounts or otherwise. The contractor shall submit the final bill within one month of the date fixed for completion of the work, otherwise the Engineer's Certificate of the measurements of the total amount payable for the work accordingly shall be final and binding on the both the parties.

- b) A bill will submitted by the contractor as and when the balance of the work reaches the limit fixed in Schedule 'E' and the employer shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim as or as admissible after deduction of 10% there of as retention percentage, adjusted, if possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill as aforesaid, the employer may depute a subordinate to measure up the said works in the presence of the contractor or his representatives whose counter signature to the measurement list will be sufficient warrant, and the employer may prepare a bill from such list which shall be binding on the contractor in all respects.
- c) The employer shall pay to the contractor in the manner set forth hereinafter such sums as shall become payable from time to time installments when, in the opinion of the Engineer, work to the value of not less than 10% of the contract amount has been executed in accordance with the contract.

Subject to the provision of the contract, the contractor shall be entitled under the certificate to be issued by the Engineer to the contractor to payment by the employer, from time to time by installments as follows:

- i) Within fifteen days from the date of which, the Engineer's certificate shall be presented by contractor to the employer ninety percent of the value of the work executed.
- ii) Within forty days of the date of which the Engineer's Certificate of final completion shall be presented by the contractor to the Employer, such payment as shall bring to the total payment made to 97 ½% of the aggregate value, of the work executed as mentioned in such certificate of the Engineer.
- iii) At the expiration of twelve months from the date of final completion certificate referred to above and on the production of further certificate from the Engineer that the work is free from defects or faults for which the contractor is responsible under Clause 14 hereof, the balance of two and a half percent of the aggregate value of the work executed.

26. Workmen's Compensation :

- a) In every case in which by virtue of the provision of section Sub-section (a) of the workmen's compensation Act, 1923 the employer is obliged to pay compensation to the workmen employed by the contractor, in execution of the works; the employer will recover from the contractor the amount of the compensation so paid and without prejudice to the right of the Employer under section 12 sub-section (ii) of the said act, the employer shall be at liberty to recover such amount or any part thereof by deducting it from the contractor or whether under this contract or otherwise.
- b) The employer shall not bound to contest any claim made against it under section 12 subsection (i) of the said act, except on the written request of the contract and upon his giving to the employer full security for all security for all costs for which the employers might become liable in consequence of contesting such claim.

- c) The contractor shall also remain liable for all payments of compensation to his employees under the payment of Wages Act 1937, Employer's liability Act 1958 or any other enactment in force relating hereto or rules there under.

27. Clearing up and handing over :

All rubbish shall be removed from site as it accumulates. All floors, stairs, landing, doors, windows, surface and soil drains, shall be cleared down and put in a thoroughly complete, clean, sound, and workmen like state to the satisfaction of the Engineer before the work is finally handed over. All rubbish and surplus materials no required by the employer shall be removed by the contractor. The contractor shall give in writing to the Engineer when the work is ready to be handed over and if taken over by the Engineer. Certificate of final completion shall be issued by the Engineer to the contractor.

The Engineer and the contractor shall jointly inspect the work and record deficiencies and / or descriptions, Certificates or final completion shall be issued only if the works are completed in all respects.

28. Supply of Water ad Electricity :

Water ad Electricity for construction will be made available at site from a delivery point which may be seen by the contractor piping or leads this point to where the contractor requires the supply shall be provided by the contractor himself.

Where water meter is not installed, the charges for water shall be recovered on the basis of 1% of the total cost of work.

No Company's plant materials or labour will ordinarily be let or hired to the contractor, exceptional cases must be on the approval of the Civil Engineer in writing and in such cases hire charges are recoverable.

29. Material supply :

- a. Company does not hold itself responsible for the supply of materials, if, however, it has stock of any materials and decides to issue on request from contractor, the issue will be made under the following conditions :

For controlled materials on the basis of the rates to be determined by the employer. Deductions are set off for the value of materials supplied shall be made from otherwise due to him.

- b) Where controlled materials are to supplied by the company, the employer will assist I obtaining release for the controlled materials required and such permit or release orders for the controlled materials will be handed over to the contractor who shall make his own arrangements for ordering, receipt of materials, payment, transport, handling, loading ad unloading and storage at site.

No Extension of time will be given on plea of non receipt of delay in obtaining such materials.

- c) In the case of controlled articles supplied by the employer for the execution of works covered by this contract, the controlled rate plus transportation and 10% handling charges prevailing on the date of issue of the materials to the contractor will be relevant and not the controlled rates plus 10% transportation charges prevailing on

the date of agreement. Further, in case the controlled articles are used by the contractor for the work other than those covered by the tender, or sold to third parties or in case of any contravention or misappropriation of the such materials by the contractor, the employer shall forthwith reticent the contract, forget the Security Deposit and make the contractor liable for all the damages resulting in the breach of contract as provided in the law.

30. Revision of Rates not allowed :

The contractor shall agree not to petition for revision or rates tendered for by him under any circumstances any stage either during execution or when the final claims are settled the Rates quoted shall hold good till the completion of the work. For non-tendered items, if any, Karnataka PWD capital project or rate abstract mutually agreed upon will be.

31. Works to be carried on with expenditure failing which the company may employ other contractor without vitiating the contract :

The contractor shall commence to carry on the works with due diligence, and as such expedition as the Engineer may reasonably expect having regard to the specified time completion of the whole of the works. In case the contractor fails to do so or neglect to provide proper and sufficient materials or to employ, sufficient number of workmen to execute the works, then the company shall have full power without vitiating the contract to take the works wholly or in part out the hands of the contractor to engage / employ and other person or workmen, and to procure all requisite materials and implements for the due execution and completion of the said works, and the costs and charges incurred by the company is so doing shall be ascertained by the civil Engineer, be paid for or allowed to the company to deduct the amount of such costs and charges along with overheads out of any sum or become due from the company to the contractor under this or any other contract.

32. Arbitration :

In case, any dispute of different shall arise between the Company or the Civil Engineer or this behalf and the contractor or any matter within the scope of this contract except as to matters entirely left to the discretion of the Civil Engineer under the provisions of this Agreement, then either party shall forthwith give to the other written notice of such dispute or difference and shall be referred to the Joint Arbitration of two arbitrators, one to be appointed by the employer and the other by the Contractor, and failing agreement between the two arbitrators on any matter or matters to the sole Arbitration of any Umpire nominated by the Arbitration before they enter upon the reference and the decision of the Arbitration Umpire shall be final and binding on the parties to the disputes.

Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment or the work termination of the contract.

Signature of the Contractor with Name

ENGINEER-IN-CHARGE

Seal & Date:



HMT LIMITED
AUXILIARY BUSINESS DIVISION
JALAHALLI, BENGALURU - 560 013

NIT Ref: HMTL/ABD/WPM/P-3/2022-23

Date:02.01.2023

TENDER DOCUMENT
FOR

**NAME OF WORK:-"WATER PROOFING MEASURE FOR RESIDENTIAL
QUARTERS AT HMT TOWNSHIP", JALAHALLI,
BANGALORE-560013 (0.45mm Thick Galvalume
Sheet Fixed over M.S Structural Frame)**

"COMMERCIAL BID"

LAST DATE OF SUBMISSION: 23.01.2023 @ 2:00 PM

**Commercial Bid i.e., Page No. 21 to 24 (Three pages)
to be put in Separate cover**

:22:



HMT LIMITED
AUXILIARY BUSINESS DIVISION
JALAHALLI, BENGALURU – 560 013

NIT Ref: HMTL/ABD/WPM/P-3/2022-23

Date: 02.01.2023

"COMMERCIAL BID"

SCHEDULE – "C"

BILL OF QUANTITIES FOR THE WORK OF

**NAME OF WORK:-"WATER PROOFING MEASURE FOR RESIDENTIAL QUARTERS
AT HMT TOWNSHIP", JALAHALLI, BANGALORE-560013
(0.45mm Thick Galvalume Sheet Fixed over M.S Structural Frame)**

Item	Description of Items	Qty	Rate/Unit		Unit	Amount for Total Qty	
			Rs.	Ps.		Rs.	Ps.
1	Providing and fixing pre-painted Trapezoidal profile sheet 0.45mm thick of ISI make and of standard brands like Bhushan, Ganga, Essar, JSW etc., (Prior Approval of Departmental Engineer with respect to sheet has to be obtained before use at site) including fixing in position over M.S Structural frame with necessary Overlapping, Cutting, Filing including cost of Labour etc., Complete as per the direction of "Engineer in charge".	7,000.00 SQM			SQM		
2	Providing and fixing pre-painted Galvalume sheet 0.45mm thick Ridge of 0.60m wide including fixing with relevant fixtures like Bolts, Nuts and other Accessories complete as per direction of "Engineer in charge"	300.00 SQM			SQM		
3	Providing fabricating, M.S Tubular Structure, using M.S Tubes of flats, angles, anchor bolts etc., of various sizes, thickness, design gauge, including necessary welding cutting grinding. fixing in position, providing one coat of factory made red oxide primer including one coat of enamel paint, tree trimming wherever required etc., complete, as per the directions of "Engineer in charge"	34,000.00 KGs			KG		
4	Providing and fixing 12 mm dia anchor bolt of 100 mm length M.S structural including cost of material & Labour etc., complete., as per Direction of Engineer In charge.	660.00 Nos			Nos		
5	Dismantling of existing weather proof coarse including disposal of debris upto a distance of 2 Km etc., complete as per Direction of Engineer In charge.	18.00 CUM			CUM		

:23:

6	Providing and laying in position reinforced cement concrete of M-20 with O.P.C at 340 Kgs with 20mm and downsize graded metal coarse aggregate at 0.70 cum etc., complete for columns lintels, Roof slabs etc., complete including curing, scaffolding but excluding cost of steel etc., complete as per Direction of Engineer In charge.	18.00 CUM		CUM	
					Total
					GST
					Total Cost Including GST

(Rupees.....
..... only)

Note:

- 1. Total amount Quoted is subject to arithmetical check of above items.**
- 2. Rates shall be quoted legibly.**
- 3. Corrections and overwriting shall be avoided. In case of corrections and overwriting the same should be signed / attested.**
- 4. The contractor may inspect the site during working Hours before quoting.**

Signature of the Contractor with
Seal and Date

(K.Raja)
Dy. Manager(C&E)

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HMT LIMITED
AUXILIARY BUSINESS DIVISION
JALAHALLI, BENGALURU - 560 013

SCHEDULE – 'E'

PAYMENT & PENALTY

1. Name of the Work : **"WATER PROOFING MEASURE FOR RESIDENTIAL QUARTERS AT HMT TOWNSHIP", JALAHALLI, BANGALORE-560013 (0.45mm Thick Galvalume Sheet Fixed over M.S Structural Frame)**
2. Security Deposit to be deposited before starting the work. : 5% of the Total Value of the work as per the Work Order.
3. Commencement Date : Within One week from the date of issue of Work Order.
4. Duration : 4 Months from the date of commencement of the work, excluding rainy days.
5. Defect Liability period : Five Years from the date of completion.
6. Liquidated damages : 0.01% of Tender amount / day, limited to 5% of the total tender amount.
7. Retention : 10% From the running bill
2.5 % From the final bill
6. Value of work for honoring the Bill : Five lakhs
7. Terms of Contract and specifications : As per Annexure Schedules A,C & E

Signature of the Contractor with
Seal and Date

(K. Raja)
Dy. Manager(C&E)

