



भारत पर्यावास केन्द्र

लोधी रोड, नई दिल्ली - 110 003, भारत

दूरभाष : 24682001-05 फ़ैक्स : 24682010

INDIA HABITAT CENTRE

Lodhi Road, New Delhi - 110 003 India

Phone : 24682001-05 Fax : 24682010

E-mail : info@indiahabitat.org

Tender Notice

Sealed tenders are invited from **CPWD, BSNL, Military Engineering Services (MES), Railways, PSUS. eligible horticulture contractors** for the **yearly contract of horticulture maintenance** in the India Habitat Centre (IHC) complex on a **monthly basis**.

- **Scope of Work:** Comprehensive maintenance of horticulture and landscaping within the IHC complex.
- **Eligibility:** the bidder should be register with either or the following: CPWD, BSNL, Military Engineering Services (MES), Railways, PSUS.
- **Service Charges:** Not to exceed **5%**.
- **Contract Period:** 1st October 2025–31st March 2026 & 1st April 2026 – 31st March 2027.
- **Tender Document:** <https://indiahabitat.org/Tenders>

Important Dates:

- **Tender Release:** 25th August 2025
- **Site Inspection:** 26th August 2025 to 30th August 2025
- **Pre-Bid Meeting:** 1st September 2025
- **Last date for submission of sealed tenders:** 8th September 2025, 03:00 PM
- **Opening of tenders:** 8th September 2025, 03:30 PM
- **Venue:** Office of the Director, Core 5A, 6th Floor, India Habitat Centre, Lodhi Road, New Delhi, 110003.



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Tender Notice for Horticulture Manpower Services

India Habitat Centre, New Delhi

Tender No.: IHC/HORTICULTURE/161

Date: 25th August 2025

India Habitat Centre (IHC), New Delhi, invites sealed tenders from reputed and eligible agencies CPWD/BSNL/MES/Railways/PSUS for providing manpower for horticulture services at its premises.

Scope of Work

- Deployment of semi-skilled and un-skilled manpower for horticulture maintenance.
- Daily upkeep of lawns, gardens, potted plants, green belts, and vertical gardens.
- Seasonal plantation, pruning, weeding, fertilization, and pest control.
- Maintenance of irrigation systems and garden infrastructure.
- Waste disposal and eco-friendly practices in line with IHC's sustainability goals.

Eligibility Criteria

- the bidder should be register with either or the following:
CPWD, BSNL, Military Engineering Services (MES), Railways, PSUS.
- Minimum 3 years of experience in horticulture services for government or institutional clients.
- Valid registrations: PAN, GST, EPFO, ESIC.
- Financial turnover of at least 50 lakhs per annum in the last 3 financial years.

Tender Submission Details

- **EMD (Earnest Money Deposit):** ₹1,00,000 (refundable)
- **Site Inspection:** 26th August 2025 to 30th August 2025
- **Pre-Bid Meeting and Discussion:** 1st September 2025
- **Last Date for Submission of seal tender:** 8th September 2025 at 3:00 pm
- **Opening of Tender:** 8th September 2025 at 3:30 PM
- **Mode of Submission:** Sealed envelope to be submitted at the IHC Administration Office.



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INDIA HABITAT CENTRE

Sub: Tender for the Maintenance of Horticulture Work at India Habitat Center Lodhi Road New Delhi 110003

Enclosed here with the tender for the horticulture services to be provided at IHC during the Financial year 2025-2026 (October 1st 2025 to March 31st 2026) Financial year 2026-2027 (April 1st 2026 to March 31st 2027) The Sealed tenders are invited from **registered as Horticulture contractor with CPWD/BSNL/MES/Railways/PSUS.** for a **yearly contract** to maintain the horticulture work of the IHC complex on a **monthly basis.** The **service charge shall not exceed 5%.** (Draft Agreement is enclosed at Annexure II)

Dr. DPS Shishodia

GM – Horticulture

Subject: Tender for the Maintenance of Horticulture Work at India Habitat Center Lodhi Road New Delhi 110003

The sealed tenders are invited from registered as Horticulture contractor with CPWD/BSNL/MES/Railways/PSUS. for the yearly contract for maintaining the IHC complex on monthly basis –

| S.No. | Description | Qty | Rate | Amount |
|-------|---------------------------------|-----|------|--------|
| 1 | Mali (Gardner) (Unskilled) | 12 | | |
| 2 | Mali (Gardner) (Semiskilled) | 5 | | |

Terms & Conditions

1. The tender should be addressed to the Director office, India Habitat Centre, Lodhi Road, New Delhi- 110003.
2. The right to accept the tender rates lies on the Director who reserves the right to accept or reject any or all the tenders, without assigning any reason thereof.
3. Last date of receipt of tender is 8th September, 2025 up to 3:00 PM and the same will be opened at 3:30 PM, in the presence of the intending tenderers or their authorized representatives. The tender documents as submitted should be unconditional.
4. (A) the manpower can be increased or decreased as per the requirement of IHC and the payment will be adjusted accordingly on pro rate basis.
(B) The rate for the skilled and unskilled labour shall be all-inclusive as per the statutory regulations and shall comply the minimum wage act.
5. The contractor shall deposit Rs. 1, 00,000/- as earnest money along with his tender, by demand draft in favor of India habitat centre.
6. It is the responsibility of the agency to follow Workmen's Compensation Act 1923, minimum wages Act 1948, contract Laboure (Regulation and Abolition Act 1970 and other relevant Acts listed elsewhere.
7. This Work Order is valid for a period of 1 year 6 months w.e.f 1st October 2025 to 31st March 2026 and April 1st 2026 to march 31st 2027. If the quality of the work is not maintained as per the requirement of IHC, the same can be terminated and cancelled in between at any time by IHC.

8. The agency shall also coordinate with other agencies while doing any sort of horticulture work.

9. All tools and tackles shall be arranged by the agency.

10. The agencies are hereby instructed to continue the horticulture work in consultation with the General Manager - Horticulture.

11. All requirements under various labour statutory laws must be complied with. Any default will be to the liabilities of the contractor and the contractor will reimburse any amount paid by the Centre by way of default, interest and penalty. The contractor undertakes to furnish all details as and when asked for by the Centre and will also maintain and produce to the satisfaction of the Centre the relevant records of all payment made by the contractor, which will be intimated to the Centre immediately.

The agency should produce the following clearance certificates

A) PF Registration Certificate

B) ESI Registration Certificate.

C) Clearance Certificate from the Sales Tax Department with regards to works contract tax, if required as per the law.

D) Clearance Certificates from the income Tax Department for the previous year.

E) PAN Number.

F) GST Registration

G) Registered As Horticulture Contractor With CPWD/BSNL/MES/Railways/PSUS.

- The agency will also be required to submit an undertaking that no legal suit is pending with regards to any violation in the PF Act, ESI Act, and Labour Laws etc. and provide details in case there is any suit pending against the agency.
- Before taking up the contract the agency shall give details of the employees who shall work at the India Habitat Centre premises and their PF numbers.
- The agency shall provide, for security reasons, the following details of the staff, proposed to be deployed viz. Total no. of staff proposed to be deployed, their name, age, residential address, category and scale of pay for the proper identification along with recent passport size photograph & Id proof.
- The actual payment made by the contractor to the staff shall be subject to scrutiny by the Centre. The contractor should pay the salary through NEFT/RTGS to the credit of the staff in their saving bank account.
- The agency shall provide to all its employees' uniform of the style, color pattern and specification provided by IHC

- The contractor shall keep IHC completely indemnified against any/all liabilities arising due to non-compliance or delay in compliance of all statutory obligations.
- The Contractor shall take out workmen compensation policy covering all his workmen and submit the same to IHC. This policy shall be in a joint name of IHC, and Contractor with IHC's name as the 1st party in the policy.
- The Contractor shall not sub-contract/assign any part of the 'Services' to be performed. without prior written permission of IHC
- Turnover criteria of Rs.50 lacs for financial 3 years.
- Attendance for horticulture staff will be recorded at the punching machine near Gate No. 2A, India Habitat Centre, Lodhi road, New Delhi- 110003
- In addition to the above-mentioned terms and conditions all conditions contained in the Tender Document will be applicable.

TECHNICAL SPECIFICATIONS AND CONDITIONS FOR LANDSCAPE MAINTENANCE WORKS

1. General

1.1 The technical specifications and conditions for Landscape maintenance works should be read in conjunction with the general condition of Contract.

2. Scope of Work

2.1 The scope of contract covers all landscape maintenance works in respect of existing garden features as detailed under Para 3 below, which includes lawns, ground covers, rookeries, flowers beds, creepers & climbers, shrubs, topiary works, ornamental and flowering trees, fruit trees, planters at all the levels of the buildings, indoor plants and other pot plants, nursery and all self-grown trees within the Campus, if required to be retained.

2.2 This also includes cutting and removal of all rank vegetation and wild bushes within the right of way on both sides of the roads and in specified planted areas at least twice in a year when directed by the officer-in-charge.

2.3 The Horticulturist has the right to carry out further landscape development in these areas and minor extensions will be included in the scope of work but major projects will be dealt with separately.

2.4 All garden areas including plantation areas are to be kept neat and tidy throughout the period of contract.

3. Areas and Location of Works

3.1 The entire garden areas within the IHC Complex falls under this scope of work including maintenance of Nursery within the campus and plantation between road and boundary walls of the campus.

3.2 Details of garden areas and other features

The detail of various garden features and areas is as below:

These are approximate areas for guidance only and the tenderers should ascertain the correctness of the details at site before submitting the tenders.

3.3 The tenderers should bring to the notice of the Horticulturist any discrepancy, if noted, well before the submission of the tender's documents for discussions and incorporation, if deemed fit. There are no detailed drawings for these areas. Where detailed working drawings such as plantation scheme for flower beds are to be required, the contractor must prepare and submit such drawings and schemes to the General manager- Horticulture in duplicate for approval.

4. Period of Contract

4.1 the period of contractor shall be for 1 year 6 months w.e.f 1st October 2025 to 31st March 2026 and April 1st 2026 to march 31st 2027.

5. General Supervision

5.1 The maintenance will be carried out under the general supervision of GM-Horticulture.

5.2 The areas will be regularly inspected by the authorized staff of the Department to check the attendance of contractors staff, material used and for general supervision.

5.3 The instructions of departmental staff are to be carried out promptly. In case of any difference of opinion/interpretation of specifications and conditions, the matter is to be referred by the contractor to the Director, or his authorizing representative for his decision, which shall be final and abiding.

6 Contractor's Manpower and Management

6.1 The contractor must engage gardeners and other staff of agriculture background and adequate experience, and not construction labour for landscape maintenance works.

6.2 Contractor shall have to engage the minimum agreed staff all the times. Due to exigencies or otherwise, if some additional staff is required to be deployed no additional payment will be made to the contractor if the works are to be carried out within the maintained area, and within the scope of work.

6.3 The contractor shall maintain attendance and other records of the manpower engaged by him required under the rules and must observe all the formalities required under the labour act.

6.4 The contractor shall submit daily report of the staff to the official of the department indicating total number of staff engaged category wise in prescribed Performa

6.5 The garden staff must wear uniform of approved design and color during the working hours and will be wearing the identity card on duty.

6.6 The normal working hours will be 8 hours a day from 09:00 A.M. to 05:00 P.M. with 1 hour lunch break from 01:00 P.M. to 02:00 P.M., subject to staggering of duty hours as per actual requirements.

6.7 During Sundays and Holidays, the contractor must deploy essential staff to ensure minimal maintenance, particularly for watering of pots and maintenance of nursery.

6.8 In case of exigencies, contractors shall deploy the required number of staff beyond normal duty hours if directed so to carry out the works within the scope of agreement: -

6.9 Proposed Staff Strength

| S.no | Description | Qty | Rate | Amount |
|------|--------------------------------|-----|------|--------|
| 1. | Mali (Gardner) unskilled | 12 | | |
| 2. | Mali (Gardner) semi-skilled | 05 | | |

7. General Maintenance

The maintenance shall include watering, fertilizing, plant protection from pests and diseases, mowing and upkeep of lawn sweeping and disposal of garden refuse. weeding and cultivation, cutting of edges, pruning and clipping of topiary work and pruning standards, raking, preparation and planting of seasonal flowers, periodical cut and removal of wild growth from plantation areas, minor repair works, annual painting of steal frames, GI pipes and wooden posts, etc. and all other landscape operations necessary for the proper growth of garden features and presenting a high/ desired /satisfactory standard of maintenance throughout the period of contract. The general maintenance includes but is not limited to the works specified in the following paragraphs.

8. Irrigation

8.1 The contractor shall be responsible for the daily watering of the landscape areas, at his cost for labour and material (like hose pipes, hydrants keys etc.) The water connection will be provided as per existing outlets.

8.2 The contractor shall be responsible for washing/spraying with water of trees, shrubs and other plants as and when directed to do so.

8.3 The contractor must ensure that the unnecessary wastage of water does not occur at any time and must protect the irrigation fittings etc. from any damage due to mishandling or diggings in the garden area. Any damage to existing irrigation works due to mishandling or negligence of the contractor's staff will have to make good by the contractor at his cost. In case of complete failure of irrigation system due to the responsibilities of the department and if watering is restored by bowsers/water tankers, cost of water, cost of bowsers etc. will be borne by the department. However, labour required for irrigation through bowsers shall be provided by the contractor.

8.4 The cost of water used for the landscape works will be borne by the department.

9. Manuring

9.1 The required manure and fertilizers shall be supplied by the department and the labor involved in Manuring and fertilizing shall be borne by the contractor.

10. Plant Protection

10.1 Periodic checks are to be carried out for pests and diseases. In the event of infestation, prompt spraying of appropriate pesticides, fungicides etc. will be required for the eradication of the same.

10.2 Spraying is to be handled by trained staff in this field. The contractor shall be held fully responsible for any damage caused to garden features by application of wrong chemicals, damage caused due to non-application of appropriate chemicals at proper time.

10.3 The contractor shall be held responsible for any mishap or injury to the staff handling insecticides and fungicides etc. The required insecticides, fungicides, chemicals etc. shall be supplied by the department and the other operations in regard of the plant protection shall be carried out by the contractor.

11. Lawn Mowing and Sweeping

11.1 Lawn should be mowed at regular intervals and grass should not be allowed to over grow under any circumstances. The frequency of lawn mowing in the following is to be observed except in case of unavoidable circumstances. Timing of grass, hedge and mowing margins with the help of garden sword/hedge sheer/edge sheer/khurpa etc. should be done immediately after mowing.

11.2 Mowing once in 10 days - July, August, September

Mowing once in 15 days - October, November, February, March, April, May & June

Mowing once in a month - December, January

11.3 The above mowing schedule is to be followed but not restricted to it only. Lawn should always be in perfect usable conditions and even if more mowing's are required, contractor shall have to do the same as per directions of the department staff.

11.4 The following daily operation is envisaged, daily clearing of litter by light garden sweeping is must.

11.5 Removal and disposal of all garden refuse, dry branches etc. and machine cut grass to an appropriate dumping area by mechanical transport.

11.6 No grass/refuse is to be left overnight in the garden area or near the garden or in nearby storm water drains.

12. Pruning & Training

12.1 Clippings and training of hedges, edges and trimming of shrubs, trees, creepers, bougainvillea's and other standard at regular intervals is to be done.

12.2 Staking of plants, wherever required, and stakes and supports will be adjusted from time to time. This also requires replacement of damaged tree belts/tree ties by the contractor. Small stakes or bamboo sticks shall be arranged by the Contractor. However, stakes of G.I. pipes & topiary frames, wooden posts and steel frames, pergola frames, tree guards, if required shall be supplied by the department.

12.3 Pruning, cutting & clipping, deadwoods, water sprouts suckers shall be removed, hedges and other standard required to achieve formal and geometric shape shall be so clipped.

12.4 Regular cutting back of certain types of plants to encourage bushiness. Pruning is to be done in such a manner as not too much change their normal habit and normal shape.

12.5 Standard should be so trained that they present a uniform shape.

13. Cultivation & Weeding

13.1 Regular weeding of lawns, ground covers, cutting of edges of lawns, ground covers and flower beds, making basins of trees and shrubs pits and hoeing is to be done. The garden is to be kept free from weeds or alien plants. This operation must be carried out at frequent intervals throughout the year, to keep the garden neat and tidy all the year round.

14. Seasonal Flowering and Plant Material

14.1 The flower beds are to be maintained by planting winter and summer seasonal flowers. This includes preparation of flower beds, submission of planting schemes at least three months in advance of planting indicating the varieties/colors planting beds and proper care. The contractor must raise the seedlings in nursery as far as possible. The planting scheme will be prepared by the contractor for full year. The minimum number of seedlings to be planted per sq. is 12 Nos approx. Any damage to the seedlings/flowers will be made good by the contractor. In case the department is to plant/supply seedlings or flowers pots when the contractor fails to

comply with instructions promptly or is otherwise unable, the necessary recovery shall be made from the contractor, double the rate at which such seedlings or plant are procured.

14.2 Seeds & seedlings shall be supplied by the department, planting and other care & maintenance should be done by the contractor. However, any, loss, damage to the seedlings due to the negligence of the contractor shall be made good by him. However, 10% extra seedlings shall be provided by the department for normal mortalities.

14.3 The flower beds should be thoroughly dug and prepared at least 3 to 4 weeks before actual plantation.

14.4 Gladiolas & other bulbs, Dahlia cuttings, chrysanthemum cuttings, if to be planed shall be supplied by the department.

14.5 Any addition, alteration, replacement to existing plant material due to change in planting schemes, landscape designs etc. shall be done by the contractor. However, plant material thus required shall be arranged by the department.

15. Material at Site and Stores

15.1 The department will provide a suitable place to store garden machinery, tools, chemicals etc. preferably within the vicinity of nursery. The contractor must ensure that all garden machinery/tools/hose pipes etc. are removed from the site during off hours.

15.2 Any loss, damage to the machinery by any reason including theft etc. shall be responsibility of the contractor.

16. Repairs & Replacement

16.1 The contractor shall carry out all minor repairs to garden features damaged due to digging in the area, negligent handling by the staff, excessive erosion caused by watering/rains and all replacements of plants that die during the period of maintenance or those that are unhealthy, unsightly or of impaired condition, to be made as soon as practicable after damage is evident. Any replacement/substitution suggested by the department shall be done by removal of existing plant material, etc., making pits for new ones and actual planting, but the plants will be supplied by the department. Newly replaced plants in any area should be protected from hot sun and high winds and from frost etc.

17. Path, Fountains etc.

17.1 The contractor must ensure that the paths, fountains and other hard landscape features in the garden area including electrical fittings and lights etc. are not damaged in any manner while carrying out landscape operations.

17.2 The contractor must take adequate precautions to protect the edges of curves, paths should spill over the concrete area while operating/cleaning agriculture machinery.

18. Protection of Gardens

18.1 The contractor must take adequate precautions and handle the work carefully to protect the various garden features from damage by his staff and also protect the garden features from other agencies and vandalism. Signboards etc. fixed in the garden area must be protected from any damage by the garden staff.

18.2 The contractor must report to the department immediately an occurrence of any damage to garden features by accident or other natural climates.

18.3 The damage caused to the garden features by natural climates and accidents will be made good by the contractor by engaging existing labor for the maintenance work but the plant material required will be issued by the department.

19. Right to collect Plant Material

19.1 The right to collect such plant material as required by the department i.e. seeds, fruits, cut flowers, grass stolen and other propagation and multiplication material etc. rest with the department.

19.2 The contractor is forbidden to remove, sell, or gift any item from the garden area to any person or organization without the prior written permission of the department.

20. Precautionary Measures

20.1 The contractor must take all necessary precautions for carrying out the above operations. In the event of any injury/accident to any person (s)/damage to Government or private properties, the responsibilities and liability will be entirely on the contractor.

21. Certificate of Work Done, Payments and Penalties

21.1 All payments to the contractor shall be based on the monthly invoices/bills submitted by the contractor and supported with certificate of work done and verified by the Horticulture Expert of IHC.

21.2 In case the contractor fails to carry out the instructions, the cost of work not done will be deducted from the monthly bills of the contractor as proposed by the IHC Horticulture Expert and decided by the GM - Horticulture, which may be double the cost of actual procurement cost or as decided by the GM - Horticulture.

22. Tools & Plants/Agriculture Machinery

22.1 All the tools & plant/agriculture machinery required for the proper maintenance of the landscape works is to be arranged by the contractor including Hose pipes & manual or electric driven lawn mowers, mainly operated sprayers etc. T & P @ 5% will be pay by India habitat Centre.

23. Termination of Contract

23.1 Notwithstanding anything mentioned in the standard conditions of the contract or elsewhere, the GM - Horticulture reserves the right to terminate the contract without assigning any reason at any time during the period of contract by giving the contractor one month notice to this effect.

Certification/Verification

It is verified that:

- i) All the garden operations, required as per agreement, have been carried out by the contractor satisfactorily and no recovery/penalty is proposed.
- ii) That a penalty/recovery of Rs. _____ is proposed on account of the operations not carried out satisfactorily is proposed on or damages caused to the garden features (as per details attached).

Contractor

GM – Horticulture

Annexure-II

AGREEMENT

THIS AGREEMENT made on ----- day of ----- 2025.

BETWEEN

INDIA HABITAT CENTRE, a Society registered under the Societies Registration Act, 1860, having its registered office at India Habitat Centre Complex, Lodhi Road, New Delhi-110003 (here in after referred to as "IHC") of the ONE PART

AND

(name of the vendor.....) a company incorporated under the Companies Act, 1956, having its registered office at ADDRESS(here in after referred to as the "Contractor") of the OTHER PART

(IHC and the Contractor hereinafter referred to individually as "Party" and collectively as "Parties")

WHEREAS IHC has awarded the composite Operation and Maintenance Contract (OMC) ofSERVICES..... at India Habitat Centre Complex ("IHC Complex") situated at Lodhi Road, New Delhi -3 to the Contractor with effect fromvide letter with Ref No ...dated ("Work Order");

AND WHEREAS the Parties are desirous of setting out the terms and conditions forming the agreement between the Parties under which the OMC shall be carried out by the Contractor,

Contd...

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The scope of work comprising of the various services to be provided by the Contractor to IHC are as set out and described in **Annexure-I** (the scope of work/services hereinafter also referred to as ".....Services"). The Contractor represents, warrants and affirms that the Contractor is fully competent and capable to carry out theServices and has the necessary resources, equipment and personnel to provide theServices to IHC in the IHC Complex on the terms and conditions contained in this Agreement. The Term of this Agreement shall be from 1st April 20XX to 31st March 20XX.
2. The Contractor agrees for the purposes of carrying out its obligations under this Agreement to deploy in the IHC Complex, minimum ofNUMBERS OF MANPOWER of the Contractor's personnel/employees, as duly approved by IHC in any category or class of personnel, to be deployed in various shifts as per **Annexure - II**. The Contractor shall submit its bills at the end of every month for theServices provided by the Contractor along with photocopies of manpower deployment at IHC and the service reports.
3. The Contractor shall ensure that only such of the Contractor's personnel/employees as are authorized by IHC in advance are deployed or are present or visit the IHC Complex.
4. In consideration of theServices to be provided by the Contractor to IHC under this Agreement, IHC agrees to make payment to the Contractor as provided hereinafter. In accordance with the terms and conditions of this Agreement, IHC will pay a fixed amount of Rs.00 + GST per month to the Contractor for providing theServices (as described in Annexure -I read with Annexure - II). During the Term of this Agreement, no escalation in the consideration amount will be allowed.
5. The Contractor shall make the payment to its personnel/employees/ staff deployed at IHC Complex either through bank transfer or cheque. IHC has the right to verify documents related to the payments made by the Contractor to its said personnel/employees/ staff.
6. (a) The Contractor acknowledges and declares that the personnel deployed by the Contractor to IHC Complex under this Agreement are the Contractor's employees and are not employees of IHC, and without prejudice to the foregoing, the Contractor acknowledges and declares that it is the Contractor who regulates the employment and the conditions of service of the personnel deployed and that it is the Contractor who is responsible for compliance with any obligations under law as regards the said personnel. The Contractor further acknowledges and declares that the Contractor is fully responsible and liable to fulfil its duties and obligations under law to these employees and agrees that it shall duly comply with and duly observe, carry out and perform its duties, responsibilities and obligations under all applicable statutes, rules, regulations, etc. The Contractor agrees to duly comply with the provisions of and duly observe, carry out and perform its duties, responsibilities and obligations under the Contract Labour (Regulation and Abolition) Act, 1970 (including but not limited to operating under a valid licence thereunder and complying with the terms and conditions of such licence, as well as fulfilling all obligations to contract labour thereunder) and all other applicable industrial/labour legislation including but not limited to the Shops and Establishments Act, the Minimum Wages Act, 1948, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, the Payment of Gratuity Act, and all other applicable labour enactments (whether Central or State) and any other enactments (whether Central or State), now in force or which may hereafter be brought into force including any statutory re-enactment or modifications thereof, as well as rules framed thereunder and regulations, etc., governing the personnel deployed by the Contractor for providing services to IHC. The Contractor acknowledges and agrees that its failure to comply with this Clause will constitute a breach of this Agreement by the Contractor.

(b) The Contractor hereby represents and warrants that it has obtained licence under the Contract Labour (Regulation and Abolition) Act, 1970 and the Delhi Contract Labour (Regulation and Abolition) Rules, 1972, that the said licence is valid and shall remain valid until the expiry of this Agreement, and that the Contractor has complied and shall continue to

comply with the licence and its terms and conditions. The Contractor further represents, warrants and undertakes that it shall explicitly inform all the personnel deployed to IHC Complex that they are not in the employment of IHC and that they are and would continue to remain employees of the Contractor even when deployed to work at the IHC Complex.

(c) The contractor shall wherever required make timely payments towards Employees Provident Funds, ESIC, etc. and IHC has the right to verify documents related to such payments made by the contractor to the above mentioned Statutory Bodies.

(d) The Contractor agrees that except as provided by law, the Contractor shall not withhold or reduce any payment due to any personnel deployed by the Contractor to the IHC Complex. The Contractor acknowledges that any non-payment or wrongful withholding of payment in respect of any personnel deployed by the Contractor to the IHC Complex would amount to a breach of this Agreement on the part of the Contractor.

7. The Contractor agrees to duly comply with, observe, carry out and perform the provisions of all other applicable enactments, rules, regulations etc.
8. The Contractor shall be responsible for the competence, efficiency and conduct of the personnel deployed by the Contractor to the IHC Complex, and the Contractor shall also be responsible and liable for any injury, loss or damage caused to any person or property at the IHC Complex by such personnel, including but not limited to damage to any property of IHC and any injury or loss or damage caused to person or property of IHC's employees, members, their guests, visitors to the IHC Complex etc. as a result of any incompetence, misconduct, negligence or default on the part of any such personnel deployed by the Contractor. The Contractor shall also be solely responsible for safety of its personnel deployed at IHC Complex and shall be responsible and liable for any injury, loss or damage suffered by such personnel and their/Contractor's property (such as equipment) at the IHC Complex including but not limited to any injury or loss suffered by such personnel whilst carrying out the Services and the Contractor shall duly observe, carry out and perform its duties, responsibilities and obligations under law in respect thereof including as to payment of any workmen compensation. The Contractor undertakes to take all requisite insurance as may be required for meeting its obligations under this Agreement.
9. The Contractor agrees and undertakes to defend, indemnify and hold IHC, its Governing Council, Director and employees harmless and fully indemnified, from and against all claims, demands, notices, actions, suits, proceedings, losses, damages, expenses, penalties or liabilities whatsoever, howsoever made and by whomsoever made, brought, imposed, caused and/or suffered, by reason of or as a result of or in consequence of or related to or emerging from or incidental to (a) any breach of this Agreement by or on the part of Contractor, including but not limited to any defaults in the payment of wages and other statutory dues by the Contractor to the personnel deployed by the Contractor in the IHC Complex or any other violation or non-compliance by the Contractor of applicable enactments, rules and regulations with regard to the said personnel; (b) any injury or loss or damage whatsoever caused to any person or property by personnel deployed by the Contractor, including but not limited to damage to any property of IHC and any injury or loss or damage caused to person or property of IHC's employees, members, their guests, visitors to the IHC Complex etc. and any third party whomsoever; (c) violation of any laws (statutes, rules, regulations, etc.) by personnel deployed by the Contractor; (d) violation of the rules, regulations and guidelines laid down by IHC for the personnel deployed by the Contractor; (e) violation of any laws (statutes, rules, regulations etc.) by the Contractor. The indemnification obligations set out in this Clause are notwithstanding anything elsewhere contained in this Agreement and shall survive the expiry or earlier termination of this Agreement.
10. Without prejudice to the other Clauses of this Agreement and to IHC's rights to recovery of any amounts from the Contractor under any law, the Contractor agrees that IHC shall deduct 5% amount from monthly bill, for 12 months under this Agreement. IHC shall retain the said sum as an interest free security deposit for due and faithful performance of the Contractor's obligations under this Agreement. It is agreed by the Contractor that IHC shall be entitled to deduct amounts from the said security deposit in respect of any breaches by the Contractor of this Agreement or any losses or damages on account of actions or omissions of the personnel deployed by the Contractor to IHC. It is also agreed between the Parties that the security deposit

or such part thereof (if any remaining) after deductions as aforesaid, shall be refunded by IHC to the Contractor within one month of the expiry or earlier termination of this Agreement.

12. The Contractor specifically agrees that, notwithstanding anything to the contrary contained in the Work Order forming part of this Agreement, IHC shall also be entitled terminate this Agreement forthwith by giving one month written notice to the Contractor, if IHC in its sole judgment (which shall be binding on the Contractor) decides that the continuance of the Contractor is detrimental to the interests of IHC.

13. Clause for output GST to be charged by vendor and recovered from INDIA HABITAT CENTRE (IHC)

13.1 For the purposes of this clause the following expressions shall have the following meanings.

(a) GST-Means any tax imposed on the supply of goods or services under GST Law.

(b) Cess-Means any applicable cess, existing or future on the supply of goods and services.

(c) GST LAW- Means IGST Act, GST (Compensation of the States for loss of revenue) Act, CGST Act, UTGST Act and SGST Act, 2017 and all related ancillary legislations.

13.2

(a) For the purpose of this contract/ agreement, it is agreed between the parties that IHC shall be liable to pay applicable taxes including GST over and above the contract price INR(MONTHLY AMOUNT)

(b) The Contractor acknowledges that the price has been determined after taking into consideration the benefit of additional input tax credit available to it under the GST regime, if any.

(c) The taxes shall be determined as per provisions of GST laws. Any benefit arising from reduction in output taxes in terms of GST Law, shall be passed on to IHC by Contractor.

(d) The Contractor shall avail the most beneficial notifications, abatements, exemptions etc., if any, as applicable for the supplies under the GST Laws.

(e) The Contractor shall comply with all the compliance requirements under GST law (as may be enacted).

13.3

(a) The Contractor agrees to do all things that may be necessary to enable IHC to claim input tax credit in relation to any GST payable under this Agreement or in respect of any supply under this Agreement. This shall include (but not be limited to):

- Issuing tax invoices/ debit notes/ revised invoices/ credit notes as per the prescribed format, containing all the information as is required for IHC to avail input tax credit basis such invoices/ debit notes/ revised invoices;
- Submission of periodic returns as per the GST laws within specified timelines with complete and correct details as may be prescribed;
- Deposit of tax/ GST within the due dates as may be prescribed;
- Issuance of credit note within the prescribed time limit to enable IHC to take the credit.

(b) The Contractor shall continuously maintain a high GST compliance rating score as per the GST law.

(c) IHC reserves the right to terminate this Contract if the Contractor fails to achieve/ maintain an appropriate GST compliance rating score.

(d) The GST invoices shall be raised on proper name, address and GSTIN as mentioned in this agreement or through subsequent communication.

13.4 If any amount of credit, refund of GST or any other benefit is denied or delayed to IHC or any penal charge is imposed on IHC due to any non-compliance by Contractor (including but not limited to the failure to upload or incorrect disclosure of details on the GSTN portal or delay/ failure to deposit tax or due to non-furnishing or furnishing of incorrect/ incomplete documents by the Contractor, wrong determination of nature of supply, the Contractor shall be liable for recovery of the loss which accrues to IHC on the aforesaid account. Alternatively, IHC shall be entitled to withhold the payment of all the subsequent bills issued by the Contractor.

14. Clause for additional input tax credit of GST available to contractor.

14.1 (a) The Contractor acknowledges that the benefit of additional input tax credit accrued to it under the GST regime has been taken into consideration while fixing the revised prices.

(b) Further, if any benefit is accrued to it after the execution of this agreement, the same shall also be passed on to IHC by way of commensurate reduction in prices.

14.2 For the purposes of the above-mentioned requirements, the Contractor shall provide documents as may be necessary and shall allow inspection of the same to IHC.

15. (a) All disputes and differences arising under or out of this Agreement between IHC and the Contractor, including as to the meaning and interpretation of any terms or clauses in the Agreement or the respective rights and obligations of the Parties hereto shall be first sought to be resolved amicably by the Parties, failing which the same shall be referred to arbitration by a Sole Arbitrator to be jointly appointed by the Parties. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The venue of arbitration shall be New Delhi.

(b) Subject to sub-clause (a), the Parties submit to the exclusive jurisdiction of the competent courts in Delhi.

16. It is expressly agreed between the Parties that save and except the Work Order forming part of this Agreement, this Agreement alone is the sole repository of all the terms and conditions in respect of the subject matter hereof and shall override all earlier document(s) or letter(s) between the Parties including previous agreements. It is further agreed that the provisions of this Agreement will also override anything to the contrary contained in the Work Order. It is also agreed that this Agreement can only be amended by a subsequent agreement between the Parties which is reduced to writing and not otherwise.

SIGNED AND DELIVERED BY

The above-named **India Habitat Centre**

Through its

In the presence of:

1.

2.

SIGNED AND DELIVERED BY

The above-named(Vendor name)

In the presence of:

1.