

**Directorate General of Health Services
Ministry of Health & Family Welfare
Government of India**

**TENDER
FOR**

**Construction of road work & associated activities at
CGHS dispensary building near Palam vihar,
Dwarka, New Delhi**

VOLUME - I

**INSTRUCTION TO BIDDERS, CONDITIONS OF
CONTRACT**

February' 2010

HSCC (INDIA) LTD.

(Consultants & Engineers for Mega Hospitals & Laboratories
E-6(A), Sector-I, NOIDA (U.P.-201301 (INDIA))

TENDER NO. HSCC/BU-HP-II/CGHS/2010

Directorate General of Health Services (CGHS desk)
Ministry of Health & Family Welfare
Through, HSCC (India) Ltd., plot no. – E-6(A), Sector-1, Noida-201301
(U.P)

Short term Tender Notice

Tender document in sealed envelope are invited from reputed agencies/firms for the works: **Construction of road work & associated activities at CGHS dispensary building near Palam vihar, Dwarka, New Delhi.** Estimated cost of work: **8.00 lakhs**, completion period: **Two month**. Interested agencies/firms may obtain the tender documents on written request on any working day up to **08.03.2010** till **15:00** hrs against a non-refundable fee of Rs. 1000/- payable in Cash/DD in favour of HSCC (India) Ltd. from any Nationalized/scheduled bank payable at NOIDA or tender document may also be downloaded from our website www.hsccltd.Co.in and submitted along with the demand draft of Rs.1000/- in favour of HSCC (India) Ltd, Noida. DGHS (CGHS desk)/ HSCC reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever. Prospective bidders are advised to regularly scan through HSCC web site as corrigendum/amendments etc., if any, will be notified on the HSCC web site and separate advertisement will not be made for this. **Complete document in sealed envelope is due for submission at above address latest by 09th March, 2010 upto 15:00 hrs.**

Dy. Manager (C)

SECTION I : INSTRUCTIONS TO BIDDERS

A. General

1.0 Scope of work :

HSCC (India) Ltd. invites bids on behalf of Directorate General of Health Services, Ministry of Health & Family Welfare, Government of India for the works : **Construction of road work & associated activities at CGHS dispensary building near Palam vihar, Dwarka, New Delhi.**

Estimated cost of work : 08.00 Lakhs

1.1 The successful bidder will be expected to complete the works within 02 calendar months from the date of commencement of work.

1.2. Minimum Prequalification criteria :

- (a) Average Annual Financial Turnover during the last three financial years i.e. 2006-07, 2007-08 & 2008-09 should be at least 30% of the estimated cost.
- (b) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following :

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

or

Two *similar completed works costing not less than the amount equal to 50% of the estimated cost.

or

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

(c) Similar works means construction of building or road works

2.0 The Employer

Directorate General of Health Services, Ministry of Health & Family Welfare, Government of India, New Delhi represented by their consultant M/s HSCC (India) Limited (HSCC), A Government of India Enterprise, having its Corporate office at plot No. 6(A), Block-E, Sector -1, Noida, Distt. Gautam Budh Nagar (UP) will enter into the agreement with the chosen contractor for & on behalf of Employer.

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

3.0 Informations to be submitted:

3.1 All bidders shall include the following information and documents with their bids:

- 1. Power of attorney of the signatory of the bid to commit the bidder.
- 2. A Work plan clearly bringing out how the bidder proposes to carry out the work to achieve the time schedule.
- 3. Applicant/ firm must submit PAN card or WCT / VAT registration.
- 4. The firm should submit an affidavit duly notarized that they have not abandoned any work of Union Government/ State Governments/ PSU's etc. during the last 5 years. They should also submit an affidavit that they have not been blacklisted or expelled by Union

Government/ State Governments/ PSU's etc. during the last 5 years.

5. The contractor will indemnify HSCC/Ministry of Health & Family Welfare/Principle employer/client, as the case may be, against all penal action that may be levied/effectuated by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority

3.2 Even though the Applicants meet the above criteria, they are subject to be disqualified, if they have:

- made misleading or false representation in the form, statement and attachments submitted;
- record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc. /or
- The performance of any agency already worked/ working with HSCC is not found satisfactory./or
- found to have been black listed in any of the works.

3.3 The applicants are advised to visit the site to get first hand information as regards its approach, accessibility, working conditions, site conditions, availability of labour and material etc. and other matters affecting cost and work. All costs incurred in connection with submission of the pre-qualification application shall be borne by the applicant irrespective of the outcome.

3.4 If any information furnished by the applicant is found incorrect at a later stage, applicant shall be liable to be debarred from tendering in HSCC. The department reserves the right to verify the particulars furnished by the applicant independently.

3.5 The competent authority to pre-qualify shall have the power to relax any condition/criterion for pre-qualification if it considers expedient to do so.

3.6 Even though the agency meets all the criteria, the Employer / Consultant reserves the right to accept or reject any applicant/disqualify any agency without assigning any reason whatsoever.

3.7 The Employer / Consultant reserves the right to :

- a. Reject or accept any application without assigning any reason or incurring any liability thereof
- b. Cancel the pre-qualification/tender process and reject all applications
- c. Split the works into different packages if required
- d. Amend the scope and value of any contract under this project, in such event the bids will only be called from those pre-qualified applicants who meet the requirements of the contract as amended.

3.8 Joint venture companies shall not be allowed to participate in the bid.

4.0 Cost of bidding :

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

5.0 Site visit:

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

B. Bidding Documents

6.0 Content of bidding documents:

The set of bidding documents comprises the documents listed below:

Conditions of contract, Technical specifications & Bill of Quantities, amendments if any

7.0 Clarification of bidding documents :

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

8.0 Amendment of bidding Documents :

8.1 Before the deadline for submission of bids, the Engineer may modify the bidding documents by issuing addenda.

8.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents.

8.3 To give prospective bidders reasonable time to take an addendum into account in preparing their bids, the Engineer shall extend as necessary, the deadline for submission of bids in accordance with Sub-Clause 16.2.

C. Preparation of Bids

9.0 Language of bid :

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

10.0 Documents comprising the bid :

The bid submitted by the bidder shall comprise the following :

- (a) Bid Security
- (b) Conditions of Contract
- (c) Specifications
- (d) Bill of Quantities
- (e) Documents mentioned in 6.0 above.

and any other documents required to be completed and submitted by bidders in accordance with these instructions.

11.0 Bid prices:

11.1 The bidder shall fill the rates against each item of BOQ both in words and figures.

11.2.1 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause shall be included in the rates, prices, and total amount of bid submitted by the bidder. The evaluation and comparison of bids by the HSCC/Employer shall be made accordingly.

11.3 The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account. No escalation is allowed.

12.0 Currencies of bid and payment :

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

13.0 Bid validity :

13.1 Bids shall remain valid for a period of 90 days after the deadline for bid submission specified in Clause 16.

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

14.0 Bid security :

14.1 The bidder shall furnish, as part of his bid, a security amount of Rs. 16000/- (Rupees sixteen thousand only)

14.2 The Bid Security shall be in the form of a Demand Draft/Pay Order/Bank Guarantee in favour of M/s HSCC(India) Ltd., Plot-6(A), Block-E, Sector-I, NOIDA, UP-201 301 from any Nationalised bank/Scheduled bank..

14.3 Any bid not accompanied by an acceptable bid security shall be rejected.

14.4 The bid security of unsuccessful bidders will be returned within 28 days of the end of the bid validity period/award of work and specified in Sub-Clause 13.1.

14.5 The bid security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required performance security.

14.6 The bid security will be forfeited:

- (a) if the bidder withdraws his bid during the period of bid validity;
- (b) if the bidder does not accept the correction of his bid price, pursuant to Clause 23; or
- (c) in the case of a successful bidder, if he fails within the specified time limit to :
 - (i) sign the Agreement ; or
 - (ii) furnish the required performance security.

14.7 No interest will be payable on the bid security amount cited above.

15.0 Sealing, marking and submission of bid :

15.1 The Bid shall be submitted in accordance with the procedure detailed herein. Specified documents shall be enclosed in envelope of appropriate size each of which shall be sealed.

(i) Envelope No. 1 : Shall contain the Bid Securities as indicated in Clause 14 of these Instructions to Bidders.

(ii) Envelope No. 2 : Shall contain covering letter and the other Bid documents duly signed including the following :

(a) Power of attorney of person authorised to sign the Bid.

(b) Original Bid documents containing instruction to bidders, condition of contract & specification (all pages) (Volume I & II) duly signed and stamped.

(c) Certificate of Registration.

(e) Schedule for manpower to be deployed at Site enables to complete the work on time.

(iii) Envelope No. 3 : Shall contain only the Bill of Quantities and rates/prices (Volume III) duly filled in and signed and stamped without any conditions

whatsoever. Bids containing any conditions in Envelope No. 3 are liable to be summarily rejected.

The Contractor must fill up price against each item of BOQ (Volume III) both in words and figures in the blank spaces provided in the respective columns. The rates written in words shall prevail in case of any variation between the rates mentioned in figure and words.

Please note that the price should not be indicated in any of the documents enclosed in Envelope no. 1&2. Non-compliance shall entail rejection of the Bid.

No rates to be quoted for the items where nil quantity is mentioned against that item. Indicating NIL quantity does not mean that this item will not be operated in the work. Rate of item quoted under any section of Bill of Quantity is interchangeable and minimum rate quoted for the same item under any section will be taken for payment.

The contractor must fill up the prices both in words and figures.

Please note that the price should not be indicated in any of the documents enclosed.

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

15.2 The bidder shall seal the bid.

15.3 The two envelopes shall be sealed and enclosed in an envelope and addressed to the **Chief General Manager PG-II, HSCC (India) Ltd., plot no. – E-6(A), Sector-1, Noida-201301 (U.P.)**

15.4 All the above envelope shall bear the following identification.

Name of work: - **Construction of road work & associated activities at CGHS dispensary building near Palam vihar, Dwarka, New Delhi.**

15.5 All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened, if required.

15.6 All recipients for the purpose of submitting a bid, shall treat the contents of the documents as private and confidential.

16.0 Deadline for submission of bids :

16.1 Bids must be received at the address specified above not later than designated time and date.

16.2 The Engineer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 8, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

17.0 Late bids:

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

18.0 Modification and withdrawal of bids:

18.1 The bidder may modify or withdraw his bid by giving notice in writing before the deadline prescribed in Clause 16.

18.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered
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in accordance with Clause 15, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.

- 18.3 No bid may be modified after the deadline for submission of bids.
- 18.4 Withdrawal of bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in the Form of Bid may result in the forfeiture of the bid security pursuant to Clause 14.

D. Tender Opening and Evaluation

19.0 Bid opening:

- 19.1 Bids shall be opened in the office of **HSCC (India) Ltd., plot no. – E-6(A), Sector-1, Noida-201301 (U.P.)** half an hour after the prescribed time for tender submission in presence of the bidders representatives who may wish to be present.

Envelope No.1: Shall be opened first. If the bid Security is not found as prescribed the bid shall be summarily rejected. Bids of parties who do not accept the conditions laid down in the bid documents may be rejected.

Envelope No. 2 : Shall be opened next. Bids of parties who do not accept the conditions laid above in the Bid documents are also liable to be rejected.

- 19.2. The Engineer will examine the Bids including prequalification to determine whether they are complete, whether the requisite bid securities have been furnished, whether the Bids have been properly signed and stamped and whether the Bids are generally in order including fulfilling all prequalification criteria.

- 19.3 Telegraphic/ Fax offer will be treated as defective, invalid and rejected. Only complete Bids received prior to the closing time and date of the Bids will be taken as valid.

- 19.4 The Bidder's names, general technical details, the presence of the requisite Bid Security and such other details as the Engineer, at his discretion may consider appropriate will be announced at the Bid opening.

Envelope No. 3 : Shall contain the sealed price bid. Whose bids is found to be generally in order and substantially responsive shall be opened either at the bid opening or at a subsequent date to be intimated in advance to such eligible bidders.

- 19.2 The Engineer will examine the bids to determine whether they are complete, whether the requisite bid securities have been furnished, whether the bids have been properly signed and whether the bids are generally in order.

- 19.3 Telegraphic/ fax offer will be treated as defective/ invalid and rejected. Only detailed complete bids received prior to the closing time and date will be taken as valid.

- 19.4 The bidders names, general technical details, the presence of the requisite bid security and such other details as the Engineer, at his discretion may consider appropriate will be announced at the bid opening.

- 19.5 Only summary of prices quoted by the Bidders will be read out.

- 19.6 The bid of any bidder who has not complied with any of the instructions contained herein may not be considered.

20.0 Process to be confidential :

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

21.1 Clarification of bids :

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

22.0 Examination of bids and determination of responsiveness:

22.1 Prior to the detailed evaluation of bids, the Engineer will determine whether each bid (a) meets the eligibility criteria; (b) has been properly signed; (c) is accompanied by the required securities; (d) is substantially responsive to the requirements of the bidding documents; and (e) provides any clarification and/or substantiation that the Engineer may require.

22.2 A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Engineer's right or the bidder's obligations under the contract or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

22.3 If a bid is not substantially responsive, it will be rejected by the Engineer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

23.0 Correction of errors :

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

(a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and

(b) If the bidder does not accept the corrected amount of bid, his bid will be rejected, and the bid security may be forfeited in accordance with Sub-Clause 14. 6(b).

24.0 Currency for bid evaluation :

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

25.0 Evaluation and comparison of bids :

25.1 The Engineer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 22.

25.2 In evaluating the bids, the Engineer will determine for each bid the Evaluated Bid Price by adjusting the Bid Price after making any correction for errors pursuant to Clause 23.

E. Award of Contract

26.0 Award Criteria :

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

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

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

28.0 Notification of award:

28.1 Prior to expiration of the period of bid validity prescribed, the Engineer on behalf of the Employer will notify the successful bidder by cable confirmed by registered post /courier letter that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provision of Clause 29.

28.3 Upon furnishing by the successful bidder of a performance security, the Engineer on behalf of the Employer will promptly notify the other bidders that their bids have been unsuccessful.

29.0 Performance Security :

29.0 Within 15 days of receipt of the notification of Award from the Engineer, the successful Bidder shall furnish to the Engineer a Security in the form of a Bank Guarantee from Nationalised/Scheduled bank for an amount of 5 percent of the Contract sum. The validity of the Performance Security shall be upto the end of the Defect Liability Period with 3 months claim period after expiry of defect liability period. Performance security for the works to be submitted in the name of respective client / HSCC (I) LTD depending upon the case.

29.1 In cases, where the aggregate of expected Contract payment would at any time exceed the Engineer's estimate of actual work performed by more than the amount of Performance Security specified in Clause 29.1 such Security shall be increased accordingly at the expense of the successful Bidder.

29.2 Failure of the successful Bidder to lodge the required Bank Guarantee shall constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security, in which event the Engineer may make the Award to the next lowest evaluated Bidder or, if there are no other Bidders, call for new Bids.

Section 2. Conditions of Contract

A. General

1.0 Definitions :

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

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

The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works.

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

The Consultant is M/s. HSCC (I) Ltd. (HSCC).

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

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

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

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

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

Days are calendar days; months are calendar months.

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

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

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

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

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

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical function.

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

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

It does not necessarily coincide with any of the Site Possession Dates.

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

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

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

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

2.0 Interpretation :

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

3.0 Language and law :

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

4.0 Engineer's decisions :

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

5.0 Delegation :

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

6.0 Communications :

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

7.0 Sub-Contracting : Deleted

8.0 Other Contractors :

Deleted.

9.0 Personnel :

Deleted

10.0 Removal of personnel

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

11.0 Contractor's risks :

11.1 All risks of loss of or damage to physical property and of personal injury and death which arise

during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

Excepted Risks are :

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

12.0 Insurance:

12.1 The following insurance cover is to be provided by the Contractor in the joint names of the Employer and the Contractor for the within one month period from the Start Date to the end of the Defects Notice Period or of the last Defects Correction Period whichever is the later:

- (a) cover against damage to other people's property caused by the Contractor's acts or omissions;
- (b) cover against death or injury caused by the Contractor's acts or omissions to
 - (i) anyone authorised to be on the Site ;
 - (ii) third parties who are not on the Site ;
- (c) cover against damage to the Works and materials during construction.

12.2 Policies and certificates for insurance are to be produced by the Contractor to the Engineer for approval before the Start Date given in the Contract Data and subsequently as the Engineer may require.

12.3 If the Contractor does not produce any of the policies and certificates required, the Employer may effect the insurance for which the Contractor should have produced the policies and certificates and recover the premiums it has paid from payments due to the Contractor.

12.4 Alterations to the terms of an insurance may be made either with the approval of the Engineer or as a result of general changes imposed by the insurance company with which the insurance policy is effected.

12.5 Both parties are to comply with conditions of the insurance policies.

13.0 Indemnities :

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

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

14.0 Site Investigation report :

Deleted

15.0 Queries about the contract data :

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

16.0 Contractor to execute the works :

The Contractor is to supply Office furniture in accordance with the Specification and contract..

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

The Contractor may begin the Works on the Start Date and is to carry out the Works in accordance with the program submitted by him, as updated with the approval of the Engineer, and complete them by the Intended Completion Date i.e 02 calendar months from date of commencement.

18.0 Approval of samples of all the BOQ items and materials to be taken from client before manufacturing. All material shall be of reputed and standard makes. However, all makes of material to be got approved and decided by Engineer before manufacturing

19.0 Safety :

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

20.0 Discoveries :

Deleted.

21.0 Possession of the site :

The Employer is to give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data, the Employer is deemed to have delayed the start of the relevant activities.

22.0 Access to the site :

The Contractor is to allow the Engineer and any person authorized by the Engineer access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

23.0 Instructions :

The Contractor shall carry out all instructions of the Engineer.

24.0 Procedure for disputes :

If any dispute or difference of any kind what so ever shall arise between the Employer and the contractor or the Engineer and the contractor in connection with or arising out of the Contract, or

the execution of the works, whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the contract, it shall, in the first place, be referred to and settled by the Engineer who shall, within a period of ninety days after being requested by either party to do so, give written notice of his decision to the Employer and the Contractor. Subject to arbitration, as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the Employer and the Contractor and shall forthwith be given effect to by the Employer and by the Contractor, who shall proceed with the execution of the works with due diligence whether he or the Employer requires arbitration or not. If the Engineer has given written notice of his decision to the Employer and the Contractor and no claim to arbitration has been communicated to him by either the Employer or the Contractor within a period of ninety days from receipt of such notice, the said decision shall remain final and binding upon the Employer and the Contractor. If the Engineer shall fail to give notice of his decision, as aforesaid within a period of ninety days after being requested, or if

either the Employer or the Contractor be dissatisfied with any such decision, then and in any such case either the Employer or the Contractor may within ninety days after receiving notice of such decision or within ninety days after the expiration of the first named period of ninety days as the case may be require that the matter or matters in dispute be referred to arbitration as hereinafter provided. All disputes or differences in respect of which the decision if any of the Engineer has not become final and binding as aforesaid, shall be finally settled under the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re - enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. Such arbitration shall be settled by Sole arbitrator who shall be appointed by Chairman cum Managing Director, HSCC. The arbitration shall take place in New Delhi unless both parties agree otherwise. Neither party shall be limited in the proceedings before the arbitrator to the evidence or arguments put before the Engineer for the purpose of obtaining his said decision. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator on any matter whatsoever relevant to the dispute or difference referred to the arbitrator as aforesaid. The reference to arbitration may proceed notwithstanding that the works shall not then be or be alleged to be complete provided always that the obligations of the Employer, the Engineer and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works.

B. Time Control

25.0 Program :

- 25.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for his approval a program showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 25.2 The Contractor is to submit to the Engineer an updated program as required by the Engineer.
- 25.3 The Engineer's approval of the program does not alter the Contractor's obligations. The Contractor may revise the program and submit it to the Engineer again at interval of 15 days / as & when desired by engineer. A revised program is to show the effect of Variations.

26.0 Extension of the intended completion date :

- 26.1 The Engineer is to extend the Intended Completion Date if an event not attributable to the contractor causing delay occurs or a Variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date.
- 26.2 The Engineer is to decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking him to decide upon the effect of a event causing delay or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by his failure is not considered in assessing the new Intended Completion Date.

27.0 Acceleration :

Deleted

28.0 Delays ordered by the Engineer :

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

29.0 Management meetings :

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

C. Quality Control

30.0 Identifying defects :

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

31 & 32.0 Tests : Tests of all materials will be carried out as per BIS. In case it is not available in BIS the same shall be carried out as per decision given by engineer based on existing general practice which will be binding to the agency. The material which is not passing to BIS or any other test will be rejected or may be accepted with reduced rates as per decision taken by engineer.

33.0 Correction of defects :

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

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

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

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

34.0 Uncorrected defects after completion date :

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

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

D. Cost Control

35.0 Bill of quantities :

35.1 The Bill of Quantities is to contain items for the work to be done by the Contractor.

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

36.0 Changes in the quantities :

36.1 Final work done shall exceed or decrease to any extent item wise as well as total work value wise.

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

37.0 Variations :

- 37.1 The Contractor has to carryout the work at the same rate, terms & Condition even if the final cost of work exceeds by more than 50 percent
- 37.2 The Extra items are to be executed only when if it required on writing by the engineer for whom the contractor has to submit the request in writing along with analysis of the rates of any such items and the rates will be worked out based on the CPWD norms/DAR. Incase the Item is not available in the DSR/DAR or in case of any dispute, the same will be derived from the existing market rates on actual basis. In case of disagreement on the rates Engineers decision will be final and binding. The Current market rates will be taken to derive the rates based on DAR norms.

38.0 Payments for variations:

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

39.0 Cash flow forecasts :

- 39.1 The contractor shall provide cash flow forecast at the start of work to the Engineer. When the program is updated, the Contractor is to provide the Engineer with an updated cash flow forecast.

40.0 Payment certificates :

- 40.1 The contractor shall submit to the Engineer monthly statements of the value of the work completed less the cumulative amount certified previously on a printed proforma (prepared at the cost of Contractor).
- 40.2 The Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 40.3 The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

41.0 Payments :

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

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

Further, 75% of the value of materials expected to be consumed within 3 months of its delivery at Site for Permanent Works on the Site provided the Engineer is satisfied that the amounts for such materials are reasonable bearing in mind the requirements of Works, less deductions, if any as per other Contract conditions.

42.0 Taxes :

Taxes shall be deducted as applicable.

43.0 Cost of Labour :

Volume-I, Instruction to bidders & conditions of contract

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

44.0 Retention Amount :

44.1 The Employer is to retain from each payment due to the contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

44.2 On Completion of the whole of the Works, half the total amount retained is repaid to the Contractor and balance half when the Defects Notice Period has passed and the Engineer has certified that all Defects notified by him to the Contractor before the end of this period have been corrected. The second half of the retention may be paid against submission of Bank Guarantee approved by the Engineer from any nationalized bank.

45.0 Liquidated damages :

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

46.0 Advance payment :

46.1 Deleted.

47.0 Securities : Deleted

48.0 Day works :

48.1 Deleted

49.0 Cost of repairs :

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

E. Finishing the Contract

50.0 Completion :

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

51.0 Taking over :

The Employer takes over the Works within thirty 30 days of the Engineer issuing a certificate of Completion.

52.0 Final account :

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

amount payable to the Contractor.

53.0 Operating and maintenance manuals :

Deleted.

54. Remedies and Powers due to Default of Contractor :

54.1 If the contractor shall become bankrupt or if the Engineer shall certify in writing to the Employer that in his opinion the contractor :

- a) has abandoned the contract, or
- b) without reasonable excuse has failed to commence the work or has suspended the progress of the works for twenty eight(28) days after receiving from the Engineer written notice to proceed, or
- c) has failed to remove materials from the Site or to pull down and replace work twenty eight(28) days after receiving from the Engineer written notice that the said materials or work had been condemned and rejected by the Engineer under these conditions, or
- d) despite previous warnings by the Engineer, in writing, is not executing the works in accordance with the contract, or is persistently or flagrantly neglecting to carry out his obligations under the Contract, or
- e) has to the detriment of good workmanship, or in defiance of the Engineer's instructions to the contrary, sublet any part of the contract, then all the events mentioned in this clause 54.1 shall for the avoidance of doubt be a breach of this contract and the Employer may, after giving fourteen(14) days notice to the contractor, enter upon the site and the works and expel the contractor there from without thereby voiding the contract, or releasing the Contractor from any of his obligations or liabilities under the contract, or affecting the rights and powers conferred on the Employer or the Engineer by the contract, and may himself complete the works or may employ any other contractor to complete the works. The Employer or such other contractor may use for such completion so much of the constructional plant, Temporary works and materials, which have been or are deemed to be reserved exclusively for the execution of works under the provisions of the contract, as he or they may think proper, and the Employer may, at any time sell any of the said constructional plant, Temporary works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the contractor under contract.

54.2 Valuation at date of forfeiture :

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

54.3 Payment after forfeiture :

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

by the contractor to the Employer and shall be recoverable accordingly.

55.0 Property :

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

56.0 Frustration :

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

Section 3. Contract Data

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

The following documents are also part of the Contract :

	Clause Reference (Conditions of contract)
*The Contractor's Bid and Letter of Acceptance	[1]
*The Conditions of Contract	[1]
*The Program	[25]
*The Bill of Quantities	[35]
The Engineer is :	Chief General Manger (PG II) or any other officer nominated from time to time by Chairman Cum Managing Director(CMD) of HSCC (I) Ltd. Plot 6(A),Block-E, Sector-1,Noida, Distt. Gautam Budh Nagar, Uttar Pradesh-201301.
*The Start Date is as notified in the letter of Acceptance	
*The Intended Completion Date for the whole work is 02 months from Date of commencement	[17]
*The Contractor is to submit the program for the works within 7 days of being notified of the acceptance of his bid.	[25]
*The contractor is to submit the updated program at the interval of 15 days	[25.3]
*The defect notice period is six months	[33]
*The defect correction period is 15 days	[33, 34]
*The language of the Contract is English	[3]
*The currency of the contract is the Indian Rupees.	
*The proportion of payments retained is 5%. Limited to 5% of contract value.	[44]
*The liquidated damages for the whole of the work are Rs. 1,000/- per day.	[45]
*Maximum liquidated damages shall be 10% of the contract price.	[45]
*The amounts and currencies of the performance guarantee are	[47]
Amount : 5% of Contract price	
Currency : Indian Rupees	

FORM OF AGREEMENT

This Agreement made the _____ day of _____ 2010 between Directorate General of Health Services, Ministry of Health & Family Welfare, Government of India (hereinafter called "The Employer") represented by M/s HSCC (India) Limited, E-6(A), Sector - 1, Noida (UP) - 201301 who enters into this Agreement of the one part and M/s _____ (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that certain Works should be executed by the Contractor for, **Construction of road work & associated activities at CGHS dispensary building near Palam vihar, Dwarka, New Delhi** and has accepted a bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

Now this Agreement witnesseth of follows :

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

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

Signed, Sealed, and Delivered by the Said _____

Binding Signature of [HSCC] on behalf of Directorate General of Health Services, Ministry of Health & Family Welfare, Government of India

Binding Signature of Contractor _____

in the presence of

Witness (1) :

Witness (2) :

ANNEXURE - B

PROFORMA FOR PERFORMANCE BANK GUARANTEE

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

To,

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

Dear Sir,

In consideration of the Directorate General of Health Services, Ministry of Health & Family Welfare, Government of India, New Delhi **for Construction of road work & associated activities at CGHS dispensary building near Palam vihar, Dwarka, New Delhi** which expression shall include his successor and assignees represented by his Consultant, M/s. HSCC(India) Ltd., Plot – 6 (A), Block - E, Sector - I, Noida, Uttar Pradesh - 201 301 (hereinafter called HSCC) having awarded to M/S _____ (hereinafter referred to as the said Contractor or `Contractor' which expression shall wherever the subject or context so permits include its successors and assignees) a Contract No _____ in terms inter alia, of the HSCC Letter No. _____ dated _____ and the instruction to bidders & General Conditions of Contract and upon the condition of the Contractor's furnishing Security for the performance of the Contractor's obligations and discharge of the Contractor's liability under and in connection with the said Contract upto a sum of Rs. _____ (Rupees _____ only) amounting to _____ percent of the total Contract value.

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

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

Dated _____ day of _____ 20

For and on behalf of Bank.

Issued under seal :

PROFORMA FOR BID SECURITY BANK GUARANTEE

(To cover payment of Bid Security and Conditions of Contract)

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

To

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

Dear Sir,

In consideration of your agreeing to accept Bank Guarantee for Rs.
(Rupees) in lieu of payment from
M/s having its /their registered office at
.....
(hereinafter called the Bidder) towards Bid Security in respect of your Tender no.
..... calling for Tender for
at and for due fulfilment of the terms and conditions of the said
Tender, we hereby undertake and agree to indemnify and keep you indemnified to the extent of Rs
..... (Rupees
.....).

In the event of any loss or damages, costs, charges or expenses caused to or suffered by you by
reason of any breach or non observance on the part of the Bidder of any terms and conditions of the
said Tender, we shall on demand and without cavil or argument, and without reference to the Bidder,
irrevocably and unconditionally pay you in full satisfaction of your demand the amounts claimed by
you, provided that our liability under this guarantee shall not at any time exceed Rs
.....
(Rupees).

This guarantee herein contained shall remain in full force and till you finalise the Tender and select
the Tender as per your choice and it shall in the event of the said Bidder being selected and entrusted
with the said work, continue to be enforceable till the said Bidder executes the Agreement with you
and commences the work as stipulated under the terms and conditions of the said Tender have been
fully and properly carried out by the said Bidder and accordingly discharges the guarantee.

We also agree that your decision as to whether the Bidder has committed any breach or non
observance of the terms and conditions of the said Tender shall be final and binding on us.

We under take to pay the Consultant any money so demanded by the Consultant notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such a payment.

This guarantee shall continue to be in full force and effect for a period of 90 days from the date of submission of Bid.

We shall not revoke this guarantee during its currency except with your previous consent in writing. This guarantee shall not be affected by any change in Constitution of our bank or of the Bidder firm. Your neglect or forbearance in the enforcement of the payment of any money, the payment whereof is intended to be hereby secured or the giving of time for the payment hereto shall in no way relieve us our liability under this guarantee.

Dated this day of

Yours faithfully,

For

Signature & seal of the Bank (Authorised Signatory)

**Directorate General of Health Services
Ministry of Health & Family Welfare
Government of India**

**TENDER
FOR**

**Construction of road work & associated activities
at CGHS dispensary building near Palam vihar,
Dwarka, New Delhi**

VOLUME - II

Technical Specification

February' 2010

HSCC (INDIA) LTD.

(Consultants & Engineers for Mega Hospitals & Laboratories
E-6(A), Sector-I, NOIDA (U.P.-201301 (INDIA))

TENDER NO. HSCC/BU-HP-II/CGHS/2010

Technical specifications

General

- 1.01 The specifications and mode of measurements for Road work, Civil and other miscellaneous works shall be accordance with C.P.W.D. specifications 2007 Volumes 1 to VI. Unless otherwise specified in the nomenclature of individual item or in the specifications, the entire work shall be carries out as per the C.P.W.D. specifications with upto date correction slips up to the date of opening of tender.
- 1.02. For the item not covered under CPWD Specifications mentioned above, the work shall be executed as per latest relevant standards/codes published by B.I.S. (formerly ISI) inclusive of all amendments issued thereto or revision thereof if any upto the date opening of tenders.
- 1.03 In case of B.I.S. (formerly I.S.I.) codes/specifications are not available, the decision of the Engineer based on acceptable sound engineering practice and local usage shall be final and binding on the contractor.
- 1.04 However, in the event of any discrepancy in the description of any item as given in the schedule of quantities or specifications appended with the tender and the specifications relating to the relevant item as per CPWD specifications mentioned above or in drawings the former shall prevail.
- 1.05 The rates for different items of work shall be for all heights, lifts, leads and depths of the building except where otherwise specified in the item of work or in special conditions appended with the tender.
- 1.06 The work shall be carried out in accordance with the architectural, structural, plumbing and electrical drawings etc. The drawing shall have to be properly co-related before executing the work. In case of any difference noticed between the drawings, final decisions in writing of the Engineer shall be obtained by the contractor. For items, where so required samples shall be prepared before starring the particulars items of work for prior approval of the Engineer and nothing extra shall be payable on this account.
- 1.07 All materials to be used on works shall bear I.S. Certification mark unless specifically permitted otherwise in writing. In case I.S. marked materials are not available (not produced) the materials used shall conform to I.S. code or CPWD specifications as applicable in this contract.

In such cases the Engineer shall satisfy himself about the quality of such materials and give his approval in writing. Only articles classified as "First Quality" by the manufacturers shall be used unless otherwise specified. All materials shall be tested as per provisions of the Mandatory Tests in CPWD specifications and the relevant IS specifications. The Engineer may relax the condition regarding testing if the quality of materials required for the work is small. Proper proof of procurement of materials from authentic manufacturers shall be provided by the contractor to the satisfaction of Engineer. Grade of cement used shall be 43/53 unless otherwise specified explicitly. The contractor (if them of Design Mix specified in BOQ) shall get the Design Mix for RCC done by the labs approved by HSCC only. Reinforcement Steel used shall be of FE-415 unless otherwise specified. All materials shall be bought from only approved sources.

- 1.08 In respect of the work of the sub-agencies deployed for doing work of electrification, air-conditioning, external services, other building work, horticulture work, etc. for this project and any other agencies simultaneously executing other works, the contractor shall afford necessary coordination and facilities for the same. The contractors shall leave such necessary holes, opening etc. for laying / burrying in the work pipes, cables, conduits clamps, boxes and hooks for fan clamps, etc. as may be required for the electric, sanitary air conditioning, fire fighting, PA system, telephone system, CCTV system, etc. and nothing extra over the agreement rates shall be paid for the same.
- 1.09 Unless otherwise specified in the bill of quantities the rates for all items of work shall be considered as inclusive of plumping out or bailing out water if required for which no extra payment will be made. This will include water encountered from any source such as rains, floods, subsoil water table being high or due to any other cause whatsoever.
- 1.10 Any cement slurry added over base surface (or) for continuation of concreting for bond is added its is deemed to have in built in the item unless otherwise/explicitly stated and nothing extra shall be payable or extra cement considered with consumption on this account.
- 1.11 The rate for all items in which the use of cement is involved of charges for curing.
- 1.12 The contractor shall clear the site thoroughly of all scaffolding materials and rubbish etc. left out of his work and dress the site around the building to the satisfaction of the Engineer before the work is considered as complete.
- 1.13 Rates for plastering work (excluding washed grit finish on external wall surfaces) shall include for making grooves, bands etc wherever required and nothing extra shall be paid for the same.
- 1.14. The rates quoted for all brick/concrete work shall be deemed to include making openings and making good these with the same specifications as shown in drawings and/or as directed. No extra payment shall be made to the contractor on this account.
- 1.15 Rtes for all concrete/plaster work shall include for making drip course moulding, grooves etc. wherever required and nothing extra shall be paid for the same.
- 1.16 The rates quoted by the tenderer shall be deemed to be for the execution of works
- 1.17 The quoted rates shall be for finished items and shall be complete in all respects including the cost all materials, labour tools & plants machinery etc. all taxes duties levies octroi, royalty charges, statutory levies etc. applicable from time to time and any other item required but not mentioned here involved in the operations described above. The client/HSCC/Employer shall not be supplying any material, plant etc. unless explicitly mentioned so.

2.00 READY MIXED CONCRETE

- 2.1 Ready mix concrete shall be used in Specified structural members.
- 2.2 Following parameters shall be adopted for mix design in moderate exposure.

1.	Nominal Maximum size of aggregate	20mm angular as Per CPWD specification
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2.	Degree Of quality control	Good
3.	Type of Exposure	Moderate
4.	Maximum water cement/ratio	0.50
5.	Type of cement to be used	M 43 grade conforming to IS: 8112
6.	Sand	Coarse Sand as per CPWD specification
7.	Use Of Fly Ash in RMC	Strictly not permitted.

- 2.3 Approved admixtures conforming to IS.9103 shall be permitted to be used. The chloride content in the admixture shall satisfy the requirement of BS 5075. The total amount of chloride content in the admixture mixed Concrete shall satisfy the requirement of IS 456-2000.
- 2.4 The concrete mix design with and without admixture will be carried out by the contractor through one of the following Laboratories / Test house to be approved by Engineer.
- i) IIT, Chennai
 - ii) JNTU College of Engineering, Hyderabad.
 - iii) University College of Engineering , Osmania University.
 - iv) Any other Govt Laboratory as approved by Engineer.
- 2.5. In the event of all the four laboratories being unable to carry out the requisite design /testing the contractor shall have to get the same done from any other reputed laboratory with prior approval of the Engineer.
- 2.6. The various ingredients for mix design \laboratory tests shall be sent to the lab test house through the Engineer and the sample of such ingredients sent shall be preserved at site by the department till completion of work or change in Design Mix whichever Is earlier. The sample be taken from the approved materials which are proposed to be used in the work.
- 2.7. The rate for the item of Ready Mixed Concrete shall be inclusive of all the ingredients including admixtures if required, labour, machine T&P etc (except shuttering which will be measured & paid for separately) required for design mix concrete of required strength and workability.
- The rate quoted by the agency shall be net & nothing extra shall be payable in account of change in quantities of concrete ingredients like cement and aggregates and admixtures etc. in the approved mix design.
- 2.8. The contractor shall engage Ready Mix Concrete (RMC) producing plants (with in 50 meters distance from the site of work) supplying Concrete in Delhi to supply RMC for the work. The RMC plant proposed to be engaged by the contractor shall fulfill the following requirements.
- i) It shall be fully computerised.
 - ii) It should have supplied RMC for Govt. projects of similar magnitude.

- iii) It should have facility for providing printed advice showing ingredients of concrete carried by each mixer.
- 2.9. The contractor shall, within 10 days of award of the work submit list of at least three RMC plant companies from the approved makes along with details of such plants including details of transit mixer, pumps etc. to be deployed indicating name of owner/company, its location, capacity, technical establishment, past experience and text of MOU proposed to be entered between purchaser (the contractor) and supplier (RMC Plant) to the Engineer who shall give approval in writing (Subject to draw of MOU).
- 2.10. The Engineer reserves the right to exercise over the:-
- i) Ingredients, water and admixtures purchased, stored and to be used in the concrete including conducting of tests for checking quality of materials recordings of test results and declaring the material fit or unfit for use in production of mix.
 - ii) Calibration check of the RMC.
 - iii) Weight and quality check on the ingredient, water and admixture added for batch mixing.
 - iv) Time of mixing of concrete.
 - v) Testing of fresh concrete, recordings of results and declaring the mix fit or unfit for use. This will include continuous control on the workability during production and taking corrective action.
- For exercising such control, the Engineer shall periodically depute his ' authorised representative at the RMC plant. It shall be the responsibility of the contractor to ensure that the necessary equipment manpower & facilities are made available to Engineer and/or his authorised representative at RMC plant
- 2.11. Ingredients, admixtures & water declared unfit for use in production of mix shall not be used. A batch mix found unfit for use shall not be loaded into the truck for transportation.
- 2.12. All required relevant records of RMC shall be made available to the Engineer or his authorized representative. Engineer shall, as required, specify guidelines & additional procedures for quality control & other parameters in respect of materials, production and transportation of concrete mix which shall be binding on the contractor & the RMC plant.
- 2.13. 43/53 grade OPC (Conforming to IS-8112) of brand/make/source approved by Engineer shall only be used for production of concrete.
- 2.14. It shall be the responsibility Of the Contractor to ensure that the RMC producer provides all necessary testing equipment and takes all necessary measures to ensure Quality control of ready -mixed concrete. In general the required measures shall be :

**Directorate General of Health Services
Ministry of Health & Family Welfare
Government of India**

**TENDER
FOR**

**Construction of road work & associated activities at
CGHS dispensary building near Palam vihar,
Dwarka, New Delhi**

VOLUME - III

BILL OF QUANTITIES

February'2010

HSCC (INDIA) LTD.

(Consultants & Engineers for Mega Hospitals & Laboratories
E-6(A), Sector-I, NOIDA (U.P.-201301 (INDIA))

TENDER NO. HSCC/BU-HP-II/CGHS/2010

Name of work: Construction of Road work & associated activities works at CGHS dispensary, Dwarka, New Delhi

Bill of Quantity

The BOQ item description shall be read in conjunction with the technical specifications, instruction to bidders & conditions of contract and their quoted rates shall deem to include all works/ requirements specified in the technical specifications, instruction to bidders & conditions of contract etc

S.No	DSR/S OR Item no.	Description of work	Unit	Quantity	Rate in figures (Rs)	Rate in words (Rs)	Total amount (Rs)
1		2	3	4	5	6	7
1		EARTH WORK					
1.01	2.6	Earthwork in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30cm in depth 1.5m in width as well as 10 sqm on plan) including disposal of excavated earth lead upto 50m and lift upto 1.5m disposed earth to be leveled and neatly dressed.					
a	2.6.1	All kinds of soil	cum	10.00			
1.02	2.27	Supplying and filling in plinth with Jamuna sand under floors including, watering, ramming consolidating and dressing complete	cum	100.00			
1.03	2.32	Clearing grass and removal of the rubbish upto a distance of 50 m outside the periphery of the area cleared	100 sqm	5.00			
	2.33.1	Beyond 30 cm girth up to and including 60 cm girth.	each	5.00			

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1		2	3	4	5	6	7
1.04	23.20	Supplying and staking of good earth at site including royalty and carriage up to 1 km (earth measured in stacks will be reduced by 20% for payment)	cum	150.00			
2		CONCRETE WORK					
2.01	4.1	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - all work upto plinth level					
a	4.1.8	1:4:8 (1 cement: 4 coarse sand: 8 graded stone aggregate 40mm nominal size)	cum	10.00			
3		REINFORCED CEMENT CONCRETE					

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1		2	3	4	5	6	7
3.01	5.37	Providing and laying in position ready mixed concrete manufactured in fully automatic batching plant and transported to site of work in transit mixer for a lead upto 10 kms having continuous agitated mixer manufactured as per mix design of specified grade for reinforced cement concrete work including pumping of RMC from transit mixer to site of laying excluding the cost of centering, shuttering finishing and reinforcement including cost of admixtures in recommended proportions as per IS 9103 to accelerate/retard setting of concrete, improve workability without impairing strength and durability as per direction of the Engineer in Charge M25 grade reinforced cement concrete by using 410 kg of cement per cum of concrete . All works upto floor V level.	cum	45.00			

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1		2	3	4	5	6	7
		Note: Flyash conforming to grade I of IS 3812 (Part I) may be used as part replacement of OPC provided uniform blending with cement is ensured in accordance with clauses 5.2 and 5.2.1 of IS:456:2000 in the items of BMC and RMC					
		FORM WORK					
3.02	5.9	Centering and shuttering including strutting propping etc and removal of form for:					
a	5.9.1	Foundations, footings, bases of columns etc for mass concrete	sqm	30.00			
3.03	5.22	Reinforcement for RCC work including straightening, cutting, bending, placing in position and binding all complete.					
a	5.22.6	Thermo - Mechanically Treated bars	KG	1300.0			
3.04	5.35	Deduct for using less cement than the quantity as provided in the items of RMC/ BMC as arrived as per mix design.	quintal	50.00			
				Page 5			BOQ.xls
4		BRICK MASONRY					

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1		2	3	4	5	6	7
4.01	6.1	Brick work with FPS bricks of class designation 75 in foundation and plinth in					
a	6.1.2	Cement mortar 1:6 (1 cement: 6 coarse sand)	cum	10.00			
4.02	6.4	Brick work with FPS bricks of class designation 75 in superstructure above plinth level upto floor V level in all shapes and sizes in					
a	6.4.2	Cement mortar: 1:6 (1 cement: 6 coarse sand)	cum	5.00			
5		FINISHING					
5.01	13.1	12mm cement plaster of mix					
	13.1.2	1:6 (1 cement: 6 fine sand)	sqm	100.00			
5.02	13.2	15mm cement plaster on the rough side of single or half brick wall of mix					
	13.2.2	1:6 (1 cement: 6 fine sand)	sqm	400.00			
5.03	13.44	Finishing walls with water proofing cement paint of required shade:		Page 6			BOQ.xls

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S.No	DSR/S OR Item no.	Description of work	Unit	Quantity	Rate in figures (Rs)	Rate in words (Rs)	Total amount (Rs)
1		2	3	4	5	6	7
	13.44.1	New Work (Two or more coats applied @ 3.84 kg / 10 sqm)	sqm	400.00			
6		MISCELLANEOUS:					
6.01	NSR	Providing new vehicle, Ambassdor or equivalent, at any time for exclusive use of Engineer during currency of contract. The number of vehicles and period shall be informed by the Engineer as per requirement. The rates shall be inclusive of services of drivers, fuel, oil, lubricants, consummables, maintenance, toll tax etc complete as directed by Engineer	km	5000.00			
7		ROAD WORK:					
7.01	16.1	Preparation and consoldaion of sub grade with power road roller of 8 to 12 tonne cpacity after excavating earth to an average of 22.5 cm depth, dressing to camber and consolidating with road roller including making good the undulations etc. and re- rolling the sub garde and disposal of surplus earth lead upto 50 metres.	sqm	75.00			
7.02	16.3	Supplying and stacking at site					
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S.No	DSR/S OR Item no.	Description of work	Unit	Quantity	Rate in figures (Rs)	Rate in words (Rs)	Total amount (Rs)
1		2	3	4	5	6	7
	16.3.1	90mm to 45mm size stone aggregate	cum	75.00			
	16.3.2	63mm to 45mm size stone aggregate	cum	60.00			
	16.3.6	Stone screening 13.2mm nominal size (type A)	cum	30.00			
7.03							
7.04	16.4	Laying spreading and compacting stone aggregate of specified sizes to WBM specifications including spreading in univorm thickness, hand picking, rolling with 3 wheeled road/vibratory roller 8-10 tonne in stages to proper grade and camber applying and brooming requisite type of screening/binding material to fill up interstices of coarse agregate watering and compacting to the required density.	cum	135.00			
7.05	16.44	Extra for providing and mixing hardeing compound of approved quality as per manufactures specification in cement concrete.	litre	200.00			

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1		2	3	4	5	6	7
7.06	16.69	Providing and laying at or near ground level factory made kerb stone of M -25 grade cement in position to the required line, level and curvature jointed with cement mortar 1:3 (1 cement : 3 coarse sand) including making joints with or without grooves (thickness of joints except at sharp curve shall not to more than 5mm) including making drainage opening wherever required complete etc. as per direction of engineer in charge (length of finished kerb edging shall be measured for payment). Pre cast C.C kerb stone shall be approved by engineer in charge.)	cum	10.00			
7.07	16.68	Providing and laying 60 mm thick factory made cement concrete interlocking paver block of M 30 grade made by block making machine with strong vibratory compaction and of approved size and design/ shape laid in required colour and pattern over and including 50mm thick compacted bed of coarse sand, filling the joints with coarse sand etc. all complete as per direction of engineer in charge.	sqm	25.00			
		TOTAL					
				Page 9			BOQ.xls