

**VETRINARY TYPE CULTURE COLLECTION (VTCC),  
NATIONAL RESEARCH CENTRE FOR EQUINES  
(NRCE)  
HISAR, HARYANA**

**TENDER**

**FOR**

**CONSTRUCTION OF BIOSAFETY LEVEL-3 (BSL-3)  
LABORATORY AT VTCC,NRCE, HISAR**

**VOLUME-III  
INSTRUCTION TO BIDDERS AND SPECIFIC  
CONDITIONS OF CONTRACT**

**NOVEMBER 2013**



**HSCC (INDIA) LTD.**  
(CONSULTANTS & ENGINEERS FOR MEGA HOSPITALS & LABORATORIES)  
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**Tender No. HSCC/BU-III/NRCE-II/2013**

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## **INSTRUCTIONS TO BIDDERS**

### **A. General**

#### **1.0 Description of Works :**

*PART-A : Construction, testing, commissioning and, validation of Bio-safety level 3 (BSL-3) Laboratory & associated works on “Turnkey Basis” at National Research Centre on Equines (NRCE), Hisar-Haryana in compliance with CDC, USA guidelines as minimum and its maintenance during the defect liability period*

#### **PART-B: Comprehensive Operation & Maintenance for five years ( Optional ).**

The site of work is with in existing campus of *National Research Centre on Equines (NRCE), Hisar- Haryana*

The Scope of work comprising of Construction of *Bio-safety level 3 (BSL-3) Laboratory..* The scope of work shall also includes Civil, Electrical works, HVAC work, external development works, finishing works, All PHE works & fire fighting works etc. and their maintenance during defect liability period including & preparation of all detailed shop drawings, obtaining approval from all local authorities, electrical inspector, water, sewer, drainage, electricity connection from local bodies, permission/approval for tree cuttings etc if any.

- 1.1 All the terms and conditions, undertakings of PQ documents under which the agency has been pre qualified for this work will have to be strictly followed and will be treated as part of this tender documents in addition to other terms and conditions of the tender documents.

#### **1.2 The Employer**

The National Research Centre on Equines (NRCE), Hisar-Haryana under Indian Council of Agricultural Research,(ICAR), New Delhi shall be the employer / owner for the subject work.

All documents relating to Labour License for obtaining necessary clearance etc is to be signed/endorsed by representative of the Employer.

**1.3** In these documents wherever the word Tender/ Tenderer/ Tendering has been used. The same may be considered synonymous with Bid/ Bidder/ Bidding.

#### **1.4 Time for Completion**

The successful Bidder shall complete the whole Works within **16 (Sixteen) Calendar months** including 2 months for testing, commissioning and validation from Engineer's order to commence the Work.

#### **2.0 Information to be submitted**

2.1 Bids submitted shall include the following information:

- (a) Copies of original documents defining the constitution, legal status, place of registration and principal place of business of the company or firm
- (b) A work plan clearly bringing out how the Bidder proposes to carry out the work to achieve the quality and the time schedule

The work plan shall clearly spell out with specific details the following:

- i. Detailed programme in the form of a **PERT/CPM network** clearly bringing out details of start & completion of all important activities and also programme showing material & labour resources related to the above PERT/CPM network.
- ii. List of equipment along with details proposed to be used on the Works.
- iii. List and bio data of Engineers and other important staff members proposed to be employed on the Works.
- iv. Details of new and used shuttering proposed to be employed on the Works.

#### **3.0 Cost of Bidding**

3.1 The Bidder shall bear all costs associated with the preparation and submission of his Bids and "The Employer" will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

#### **4.0 Site Visit**

4.1 The Bidder is advised to acquaint himself with the job involved, visit the Site & examine soil conditions (No report will be provided by Engineer), climatic conditions, labour, power, water, material availability, transport and communication facilities, environmental regulations, laws and bye-laws of Statutory bodies of Govt. of Manipur and the Govt. of India and collect all information that will be necessary for preparing the Bid and entering into a Contract.

The cost of visiting the Site and collecting information for the purpose of submission of the Bid shall be to the Bidder's account.

4.2 The Bidder and any of his personnel or agents will be granted permission by the Employer to enter upon the Site for the purpose of such inspection, but only upon the express condition that the Bidder, his personnel or agents will release and indemnify the Employer and Employer's Personnel and agents from and against all liability in respect thereof and will be responsible for personnel injury (Whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expense however caused, which, but for the exercise of such permission would not have arisen.

### **B. Bid Documents**

#### **5.0 Content of Bid Documents**

5.1 The Bid Documents comprise the following:

Volume-I = Prequalification Document

Volume II = General Conditions of Contract

Volume III = Specific Conditions of Contract  
Comprising of:

- Instructions to Bidders

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- Additional Specific Conditions of Contract  
relating to  
(a) General

- (b) Civil, Public Health works
- (C) Electrical works.
- (D) HVAC works,
- Sample Forms of Securities
- Sample Form of Agreement
- Volume IV = Technical Specifications
- Volume V = Bill of Quantities
- Volume VI = Tender Drawings

5.2 The Bidder is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the Bid documents. Failure to comply with the requirements of the Bid Documents will be at the Bidder's own risk.

Bids, which are not substantially responsive to the requirements of the Bid documents, will be rejected. **Bidders are requested to clear their queries before submission of bids and submit bids without conditions.**

## 6.0 Clarification on Bid Documents

6.1 A interested Bidder requiring any clarifications on the Bid documents may notify the Engineer in writing or by telex or cable at the Engineer's mailing address indicated in the Bid documents. A meeting of the prospective Bidders shall be held at which the Engineer will respond to any request for clarification which he receives within two weeks of the first date of the issue of the Tenders. Written copies of the Engineer's response (including an explanation of the query but without identifying the source of the inquiry) will be sent to all prospective Bidders who have received the Bid documents.

## 7.0 Amendment of Bid Documents

7.1 At any time prior to the dead line for submission of Bids, the Engineer may for any reason, whether at his own initiative or in response to a clarification requested by the prospective Bidder, modify the Bid documents by amendment.

7.2 The amendment will be sent to all prospective Bidders who have received the Bid documents, to arrive not later than 3 days prior to the original or extended deadline for submission of Bids, in writing or by telex or cable and will be binding upon them. Prospective

Bidders should promptly acknowledge receipt thereof by telex or cable to the Engineer.

- 7.3 In order to afford prospective Bidders reasonable time in which to take an amendment into account in preparing their Bids, the Engineer may, at his discretion, extend the deadline for the submission of Bids.

## **C. Preparation of Bids**

### **8.0 Language of Bid**

- 8.1 The Bid prepared by the Bidders and all correspondence and documents relating to the Bid exchanged by the Bidder and the Engineer shall be written in the English Language.

### **9.0 Documents comprising the Bid**

- 9.1 The Bid to be prepared by the Bidder shall comprise of the following: the prequalification document duly filled with required information including all supporting documents, the Bid and Appendix thereto, the Bid Security, the Bill of Quantities; the Schedules of Supplementary information, and any other materials required to be completed and submitted in accordance with the instructions to Bidders embodied in these Bid documents. The Forms, Bill of Quantities and Schedules provided in these Bid documents shall be used without exception.

- 9.2 All documents issued for the purpose of Bidding as described in Clause 5.1 and amendments issued in accordance with Clause 7, shall be deemed incorporated in the Bid. Bid Documents prepared and submitted in accordance with Clause 14 and 15 shall be returned by Bidders to the Employer along with the submission of the Bid.

### **10.0 Bid Prices**

- 10.1 The Bidder shall fill the rates in Indian Rupees against each item of Bill Of Quantities both in words and figures in the blank spaces provided in the respective columns. Item for which no rate or price is entered by the bidder will not be paid for by the employer/Engineer and its price shall be deemed to be included and covered in the others rates and prices in the bill of quantities. The quantity of execution of such item shall be as per requirement and as such there will be no limit. Correction, if any, shall be made



by crossing out, initialling, dating, stamping and rewriting. Wherever in any head if the same items are appearing and contractor has quoted different rates, contractor shall be paid the lowest quoted rate for such items.

10.2 All duties, taxes including works contract tax, building & construction/ labour cess etc and other levies payable by the Contractor under the Contract including Contractors profit and over heads etc. or for any other cost shall be included in the rates and prices and the total amount of Bid submitted by the Bidder. The evaluation and comparison of Bids by the Engineer shall be made accordingly.

10.3 The rates and prices quoted by the Bidder shall be fixed for items complete in all respect for the duration of the Contract and not subject to adjustment on any account except as otherwise provided in the conditions of Contract.

10.4 The Bidder shall fill his most competitive rates in the first instance as no negotiations shall be made after opening of the Tenders except if required with the lowest Bidder.

#### **11.0 Bid Validity**

11.1 The Bid shall remain valid and open for acceptance for a period of **180 days** from the last date fixed for receiving the same.

11.2 In exceptional circumstances prior to expiry of the original Bid validity period, the Engineer may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing or by cable or telex. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will neither be required nor permitted to modify his Bid, but will be required to extend the validity of his Bid Security correspondingly.

#### **12.0 Bid Security**

12.1 The Bidder shall furnish, as part of his Bid, a Bid Security of the amount of **Rs. 14,80,000 (Fourteen Lakhs Eighty Thousand Only) having validity period of 180 days from the last date fixed for receiving of bid.** No deviation shall be permitted from this.

12.2 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.

- 12.3 Any Bid not accompanied by an acceptable Bid Security will be straightaway Rejected.
- 12.4 The Bid Securities of unsuccessful Bidders will be returned as promptly as possible as but not later than 30 days after the expiration of the period of Bid validity prescribed by the Employer.
- 12.5 The Bid Security of the successful Bidder will be returned upon the Bidder executing the Contract and furnishing the required Performance Security.
- 12.6 The Bid Security may be forfeited
- a) If a Bidder withdraws his Bid during the period of Bid validity.
  - b) In the case of successful Bidder, if he does not :
    - i) enter into the Contract, or
    - ii) furnish the necessary Performance Security
    - iii) agree to arithmetic corrections made as per terms of Bid documents.
    - iv) Submitted any misleading information during prequalification and or tendering process.
- 13.0 No interest will be payable by the Engineer on the Bid Security amount cited above.

#### **14.0 Format and Signing of Bid**

- 14.1 The Tender shall be filled & signed only by the firm/ corporation in whose name the Tenders have been issued. The Bid shall be typed or written in indelible ink and duly signed by a person or persons duly authorised to being the Bidder to the Contract. Proof of authorization shall be furnished in the form of written Power of Attorney, which shall accompany the Bid.
- 14.2 All pages of Bid shall be initialled and stamped by the person signing the Bid where entries or amendments have been made.
- 14.3 The complete Bid shall be without alterations interlining and erasures except those to accord with instruction issued by the Engineer or as necessary to correct errors made by the Bidder in

which case such correction shall be initialled by person signing the Bid.

## **D. Submission of Bid**

### **15.0 Sealing, Marking & Submission**

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 12 of these Instructions to Bidders & tender document fee if downloaded.
- (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 (all pages) & drawing (Volume I, II, III, IV & VI) duly signed and stamped.
  - (c) Documents regarding constitution of Bidder as indicated in Clause 2.1 of these Instructions to Bidders.
  - (d) Certificate of Registration.
  - (e) All the information as stipulated in clause 2.0 under information to be submitted
  - (f) Schedule for submission of structural design, drawing and all other shop drawings of civil, sanitary & plumbing, electrical, HVAC etc.
  - (g) Construction Schedule, **PERT Chart** and Schedule for manpower to be deployed at Site.
- (iii) Envelope No. 3 : Shall contain only the Bill of Quantities and rates/prices (Volume V ) 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 V ) 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. Any addition, modification, alteration etc if observed in any of the bid documents containing volume -I to VI at any stage the bid shall be summarily rejected.

**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.**

- 15.2 The Bidder shall seal the Bid.
- 15.3 All the above three envelopes shall be sealed in a fourth envelope and addressed to The Chief General Manager (D&E & Projects), HSCC (I) Ltd, E-6A, Sector-1, Noida-201301 (UP).
- 15.4 All the above envelope shall bear the following identification:

**Name of work:** *Construction, testing, commissioning and, validation of Bio-safety level 3 (BSL-3)Laboratory & associated works on "Turnkey Basis" at National Research Centre on Equines (NRCE), Hisar- Haryana.*

**Tender number, Due date and Time.**

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

**16.0 Deadline for Submission of Bids**

- 16.1 Bids must be received by the Engineer, HSCC (India) Ltd., on or before **of the designated date & time.**
- 16.2 The Engineer may, at his discretion, extend the deadline for submission of Bids through the issuance of an amendment in accordance with Clause 7 in which case all rights and obligations of

the Employer and the Bidders previously subject to the deadlines shall thereafter be subject to the new deadline as extended.

## **17.0 Late Bids**

17.1 Any Bid received by the Employer/Engineer after the prescribed deadline for submission will liable to be rejected and will be returned unopened to the Bidder.

## **18.0 Modification and Withdrawal of Bid**

18.1 The Bidder may modify or withdraw his Bid after Bid submission, provided that modification or notice of withdrawal is received in writing by the Engineer prior to the prescribed deadline for submission of Bids.

18.2 The Bidder's modification or notice of withdrawal shall be prepared, sealed, marked and despatched in accordance with the provisions for the submission of Bids. Notice of withdrawal may also be sent by telex or cable but shall be followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

18.3 No Bid may be modified subsequent to the dead line for submission of Bids.

18.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of validity of the Bid specified. Withdrawal of a Bid during this interval may result in the forfeiture of the Bid Security.

18.5 Subsequent to the expiration of the period of validity of Bids prescribed in the Bid documents, a successful Bidder who has not been notified by the Engineer of the Award of the Contract may withdraw his Bid without penalty.

## **E. Bid Opening and Evaluation**

### **19.0 Bid Opening**

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

Envelope No. 1: Shall be opened first. If the Bid Security & tender document fee (if document downloaded from websites) is not found as prescribed, the Bid shall be summarily 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 to determine whether they are complete, whether the requisite bid securities have been furnished, whether the Bids have been properly signed and stamped and whether the Bids are generally in order.

19.3 Telegraphic/ Fax offer will be treated as defective, invalid and rejected. Only detailed complete Bids received 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 (volume-V). Whose bid 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.

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

19.6 The Bid of any Bidder who has not complied with any of the instructions contained herein may not be considered.

## 20.0 **Process to be Confidential**

20.1 After the public opening of Bids, information relating to the examination, clarification, evaluation and comparisons of Bids and recommendations concerning the Award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.

20.2 Any effort by the Bidder to influence the Employer/ Engineer in the process of examination, clarification, evaluation and comparison of Bids and decision concerning Award of Contract may result in the rejection of the Bidder's Bid.

## **21.0 Clarification of Bids**

21.1 To assist in the examination, evaluation and comparison of Bids, the Engineer may ask Bidders individually for clarification of their Bids, including breakdowns of unit prices. The request for clarification and the response shall be in writing or cable or telex, but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction or arithmetical errors discovered by the Engineer during the evaluation of the Bids in accordance with Clause 24 hereof.

## **22.0 Determination of Eligibility & Responsiveness**

22.1 The Engineer will determine whether the Bid is substantially responsive to the requirements of the Bid documents.

For the purpose of this Clause, a substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bid documents without any deviation or reservation.

22.2 A Bid, which in relation to the cost estimates of the Engineer is unrealistically priced and which cannot be substantiated satisfactorily by the Bidder may be rejected as non responsive.

## **23.0 Correction of Errors**

23.1 Bids, determined to be substantially responsive will be checked by the Engineer for any arithmetical errors in computation and summation. Errors will be dealt by the Engineer as follows :

- a) Where there is discrepancy between rates indicated in figures and in words, rates in words will govern.
- b) Incorrectly added totals will be corrected.
- c) In case of any clerical error between rates indicated in figures and words, the rate in words shall prevail. In case there is any inconsistency between the rate and the value extended (after multiplication with the tender quantity), the rate quoted shall prevail.
- d) **All corrections, cuttings, additions and over-writings shall be encircled and numbered and initialled.**

- e) **The number of such corrections, cuttings additions and over-writings must be clearly mentioned at the end of each relevant page of the BOQ and they should be initialled. Any omission observed will be brought out clearly on each relevant page.**
- f) **Use of correction fluid anywhere in tender documents including price bid should not be allowed. In case use of correction fluid is noticed, such tender will be liable for rejection.**

23.2 If a Bidder does not accept the correction of errors as outlined above, his Bid will be rejected.

## **24.0 Evaluation and Comparison of Bids**

24.1 Only such of the Bids as have been determined to be substantially responsive to the requirements of the Bid documents, in accordance with Clause 22 will be evaluated. Other non-responsive Bids will be rejected.

24.2 Bidders shall note that no preference of any nature will be given to any Bidder notwithstanding any custom, usage or instructions to the contrary.

24.3 Evaluation of the Bids will take into account, in addition to the Bid amounts, the following factors:

- a) Arithmetical errors corrected in accordance with Clause 23.
- b) Such other factors as the Engineer considers may have a potentially significant impact on Contract execution price and payments.

24.4 Offers, deviations and other factors, which are in excess of the requirements of the Bid documents or otherwise result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in Bid evaluation.

24.5 Price adjustment provisions applying to the period of execution of the Contract shall not be taken into account in Bid evaluation except to the extent specifically stated in the Contract.



## **F. Award of Contract**

### **25.0 Award Criteria**

25.1 Subject to Clause 26, Engineer will Award the Contract after prior approval by the Employer to the Bidder whose Bid has been determined to be eligible and to be substantially responsive to the Bid documents and who has offered the lowest evaluated Bid of the Bill of Quantities calculated considering the sum total of the rates quoted for PART-A and PART-B of Bill of quantities ( Volume-V ) , provided further that the Bidder has the capability and resources effectively to carry out the Contract Works.

### **26.0 Engineer's Right to Accept any Bid, to Reject any or all Bids**

26.1 Notwithstanding Clause 25, the Employer/Engineer reserves the right to accept or reject any Bid including the lowest and to annul the Bidding process and reject all Bids, at any time prior to Award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for the Employer's/Engineer's action.

### **27.0 Notification of Award**

27.1 Prior to the expiration of the prescribed period of Bid validity, the Engineer will notify the successful Bidder by cable or telex or letter confirmed in writing by registered letter that his Bid has been accepted. Notification of award for both the parts i.e PART-A & PART-B may be made together or separately. However for award of PART-B of the work employer (VTCC, NRCE) reserves the write not to award the work and/or to reduce the duration of work of PART-B Notification of award for both the parts may be made together or separately.

27.2 The notification of Award will constitute the formation of the Contract.

27.3 Upon the furnishing by the successful Bidder of a Performance Security in accordance with the provisions of Clause 29, the Engineer will promptly notify the unsuccessful Bidders that their Bids have been unsuccessful.

### **28.0 Signing of Agreement**

Upon the receipt of the notification of Award by the successful Bidder, the successful Bidder shall fill the Agreement in accordance with form of Agreement included in the Bid documents and submit the same to the Engineer within two weeks of the date of receipt of notification of Award. The Engineer shall return the draft duly approved within one day from the date of receipt of the draft and the successful Bidder shall get the same engrossed, have the correct amount to stamp duly adjudicated by Superintendent of Stamps and thereafter return the same duly signed and executed on behalf of the successful Bidder, all at his own cost within 3 days from the receipt of the approved draft. The signing of agreement may be made together or separately for sections with respective client / HSCC Ltd, on behalf of the client.

## **29.0 Performance Security**

- 29.1 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 Performance security for PART-A & PART-B shall be submitted separately.

The validity of the Performance Security as per the Notification of Award for PART-A work shall be upto the end of the Defect Liability Period with 3 months claim period after expiry of defect liability period.

The Performance security for PART-B shall be valid upto the end of comprehensive Maintenance period as per the Notification of Award for PART-B with a further 03 months claim period. The Performance Security for Part-B shall be submitted in the form of four separate Bank Guarantees for an amount equal to 5% of the Annual Maintenance Rate for each of the four years.

- 29.2 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.
- 29.3 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.

## **SPECIFIC CONDITIONS OF CONTRACT**

The Conditions of Contract shall be GENERAL CONDITIONS OF CONTRACT in Volume I (hereinafter called the General Conditions) as modified or added to by the following Specific Conditions of Contract, which shall be read and construed with the General Conditions as if they were incorporated therewith.

Insofar as any of the Conditions of Specific Conditions of Contract conflict or be inconsistent with any of the General Conditions, the conditions of Specific Conditions of Contract shall prevail.

### **30.0 Definitions**

- a) "EMPLOYER" means National Research Centre on Equines (NRCE), Hisar-Haryana under Indian Council of Agricultural Research,(ICAR), New Delhi shall be the employer / owner for the subject work.
- b) "Engineer" means DGM/Chief General Manager of **HSCC (India) Ltd.** or any officer nominated by the Chairman-cum-Managing Director, HSCC (India) Ltd. to act as Engineer from time to time.
- c) "Site In-charge" means the HSCC incharge of work designated by the Engineer
- d) "Month" and "Year" and all dates shall be calculated according to the Gregorian Calendar.

### **31.0 Insurance of Works**

All Insurances referred to in General Conditions shall be effected with an Indian Insurance Company incorporated and registered in India. All insurances and labour license to be submitted within 15 days from notification of Award of work. Depending upon the case, the insurance cover may be required either together for the whole work or separately for both the parts.

### **32.0 Guarantees**

Performance Guarantees, Advance Payment Guarantee, Retention money Guarantee and any insurance policies entered into by the Contractor under the terms of the Contract, shall stipulate that the proceeds of any claim shall be payable to **Employers.**

### **33.0 Certificates and Payments:**

- a) In accordance with clause 60.7 (a) as above, 5% (five percent) of the contract price shall be paid as mobilization advance at an interest @ 10% (Ten Percent) per annum on reducing balance to the successful bidder upon furnishing a bank guarantee from Nationalized/Scheduled bank of equivalent amount in the form annexed (Annexure –F).
- b) The Contractor shall submit to the Engineer after the end of each month a detailed statement including measurements showing the estimated contract value of the Permanent Works executed up to the end of the month together with particulars of other amounts to which he is entitled under the Contract.
- c) The statement shall be submitted on a printed proforma (Prepared at the cost of the Contractor) approved by the Engineer along with soft copy of the same in a CD/Pen drive.
- d) The Contractor shall be paid monthly, on the certification of the Engineer, the amount due to him which shall be the sum of the following amounts :
  - i) Subject to and in accordance with Clause 21 of these Specific Conditions, the estimated value of the Permanent Works executed upto the end of the previous month less retention money named in the Bid, and
  - ii) 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 Clauses 33(f) and 37 of these Specific Conditions and other Contract conditions.
- e) The Mobilisation advance can be drawn upto six months from the date of order to commence the work. The recovery of this mobilisation advance shall be affected as outlined in clause 60.7 (b) of General Conditions of Contract.

f) Retention Money

i) Within 15 days of award of work, The contractor shall furnish a bank Guarantee from any nationalised/Scheduled bank for an amount of 2.5%(Two & half) of the contract price in the form approved by the Engineer and having validity upto completion period with a claim period of three months as per format attached at Annexure-E.

further retention money @ 5% (Five) shall be Deducted from each interim certificate from First RA bill subject to a maximum of 2.5 %(Two & half) of the contract price and shall be released after defect liability period.

**Alternatively/or**

Retention money at the rate of 10% (ten percent) shall be deducted from each interim certificate subject to the maximum of 5%(Five percent) of the contract price after approval by engineer.

g) The Retention Money shall, subject to Clause 60.6 (a) & 60.6 (b) of General Conditions of Contract, become due and shall be paid to the Contractor when the Engineer shall issue the Taking Over certificate notwithstanding that at such time there may be outstanding claims by the Contractor against the Employer, provided always that if at such time there shall remain to be executed by the Contractor any Works ordered during the Defect Liability Period pursuant to Clause 49.1, 49.2, 49.3, 49.4 and 50.1 of the General Conditions hereof, the Employer shall be entitled to withhold payment until the completion of such Works as much of the Retention Money as the Engineer may in his absolute discretion think fit.

h) Payment against each monthly R/A bills upon each of the Engineer's certificates shall be made by the HSCC (I) Ltd. acting for and on behalf of Employer or by the Employer directly within 30 working days after such certificate has been issued by the Engineer.

However, 75% of the estimated amount as determined by the Engineer of the payment due against the monthly running bill shall be paid within 10 (Ten) working days after certification by the Engineer in the approved format and complete in all respects.

- i) The Engineer may at any time make any corrections or modifications to any certificate, which shall have been issued by him and shall have power to withhold any certificate if the Works or any parts thereof are not being carried out to his satisfaction.
- j) The responsibility for making the payments or meeting other obligations to the Contractor in respect of all Works as certified by the Engineer on behalf of Employer.
- k) After completion of work and prior to final payment, the contractor shall furnish to the engineer, a release of claim against the Employer arising out of contract, other than claims specifically identified, evaluated and excepted from the operation of the release by contractor.
- l) Contractor has to submit break up of BOQ rate to facilitate approval of interim payment by the Engineer. However final decision on break up of rates/ part rates to be paid in parts will be taken by Engineer
- m) Monthly bill not submitted in approved formats will not be accepted.

**34.0 Settlement of Disputes - Arbitration**

Sub Clause 67.1, 67.2, 67.3 and 67.4 of G.C.C. shall be followed.

**35.0 Address**

- a. The address of the Employer is as follows :

**Director**, The National Research Centre on Equines (NRCE), Hisar-Haryana under Indian Council of Agricultural Research,(ICAR), New Delhi.

- b. The address of the Engineer/representative is as follows

**Chief General Manager (D&E & Projects) of HSCC (India) Ltd.**, plot no. E-6A, Sector-1, Noida

- c. The address of the Contractor is

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**36.0 THE FOLLOWING SHALL BE READ IN ADDITION TO CLAUSE 34.1 TO THE GENERAL CONDITIONS**

36.1 Labour

36.1.1 Engagement of Labour

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

36.1.2 Supply of water

The contractor shall provide at his own cost adequate quantity of drinking water on the site to the satisfaction of the Engineer's Representative for the use of contractor's and the Engineer's staff and work people, sub contractor and site visitors.

36.1.3 Alcoholic Liquor or Drugs

The Contractor shall not import, sell, give, barter or otherwise dispose of any alcoholic liquor, or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his sub-contractor, agents or employees.

36.1.4 Arms and Ammunition

The Contractor shall not give, barter or otherwise dispose off to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

36.1.5 Festivals and religious Customs

The Contractor shall in all dealing with labour in his employment have due regard to all recognised festivals, days of rest and religious or other customs.

36.1.6 Epidemics

In the event of any outbreak of illness of an epidemic nature, the contractor shall comply with and carry out such regulation, orders and requirements as may be made by the government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

- 36.1.7            Disorderly Conduct, etc  
The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the works against the same.
- 36.1.8            Observation of legislation etc.  
  
The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, regulation and bylaws including all statutory amendments and re-enactments and acts that may be passed in future either by state or the central Government or local authority, including, Indian Workmen's compensation act, contract labour ( Regulation and Abolition ) Act 1970 and equal remuneration Act 1976. Factories Act, Minimum wages Act provident fund regulations employees provident fund Act and Schemes made under same act, Health and sanitary arrangements for workmen, Insurance and other benefits and shall keep the employer indemnified in case any action is commenced for contravention by the contractor. If the Employer is caused to pay or reimburse any amount for non-observance of the provision of this clause on the part of the contractor the engineer shall have the right to deduct from any moneys due to the contractor or recover from the contractor personally any sum required or estimated to be required for making good the loss or damage suffered by the Employer. all registration and station inspection fees if any in respect of his work pursuant to the contract shall be to the account of the contractor.
- 36.1.9            Fair Wages  
  
The contractor shall pay the labours engaged by him on the work not less than a fair wages, which expression shall mean, whether or time or piecework, the respective rates of wages as fixed by the public works department as fair wages for the area payable to the different categories of Labourers or those notified under the minimum wages act for corresponding employees of the employer whichever may be higher.
- 36.1.10           The contractor shall notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to the labourers indirectly engaged on the works including any labour engaged by subcontractor in connection with the said works as if the labourers has been immediately employed by him.



36.1.11 Notices

The Contractor shall before he commences the work display and correctly maintain in clean and legible condition at a conspicuous place on the site notices in English and in a local language spoken by the majority of the workers, stating therein the rate of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Engineer.

36.1.12 Wage Records

The Contractor shall maintain records of wages and other remuneration paid to his employees in such form as may be convenient and to the requirement of the Employer/Engineer and the conciliation officer (Central) Ministry of labour, Government of India, or such other authorised person appointed by the central or state government and the same shall include the following particulars of each worker:

- I) Name works number and grade
- II) Rate of daily or monthly wage.
- III) Nature of work on which employed.
- IV) Total number of days worked during each wage period.
- V) Total amount payable for the work during each wage period.
- VI) All deduction made from the wage with details in each case of the ground for which the deduction is made.
- VII) Wage actually paid for each wage period.

36.1.13 The contractor shall provide a wage slip for each worker employed on the works.

36.1.14 The wage record and wage slips shall be preserved for least 12 months after the last entry.

36.1.15 Inspection of wage Records

The contractor shall allow inspection of the aforesaid wage records and wage slip to the engineer and to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Employer or any other person authorised by him on his behalf.

36.1.16 The Employer and the Engineer or any other person authorised by them on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observation of the fair

wages clause. He shall also have the power to investigate into any complaint regarding any default made by the contractor or sub-contractor in regard to such provision.

36.1.17 The Employer shall have the right to deduct from money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non payment of the aforesaid fair wage, except on account of any deduction that may be permissible under any law for the time being in force.

36.1.18 Representation of parties

- (i) A workman shall be entitled to be represented in any investigation or enquiry under this clause by :-
  - (a) An officer of a registered trade union of which he is a member.
  - (b) An officer of a federation of trade union to which the trade union referred to in previous sub-clause is affiliated.
  - (c) Where the worker is not a member of any registered trade union, by an officer of a registered Trade union connected with or by any other workmen employed in the industry in which the workers is employed.
- (ii) The contractor or sub-contractor shall be entitled to be represented in any investigation or enquiry under this clause by an officer of an Association of Employers of which he is a member.
- (iii) No party shall be represented by a legal practitioner in any Investigation or enquiry under this clause, unless all parties agree.

36.1.19 Safety Provision

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

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

36.1.20 Footwear

The contractor shall at his own expense provide footwear for all labour engaged on concrete mixing work and all other type of work involving the use of tar, cement, etc. to the satisfaction of the Engineer or his Representative, and on his failure to do so the Employer shall be entitled to provide the same and recover the cost from the Contractor

The contractor shall deliver to the Engineer's representative at his office on the site a return in detail in such form and at such interval as the Employer/Engineer may prescribe showing the supervisory staff and the number of the several classes of labour from time to time employed on the site.

36.2 Variation in price: -

No Variation shall be payable in price on account of labour, material (General), POL and / or any other account. Also no variation/escalation shall be payable on account of time over run if any in completion.

36.2.1 Subsequent Legislation

If, after the date seven days prior to the latest date for submission of Bids for the Works, there occurs changes to any National or State Statute, Ordinance, Decree or other law or any regulation or bye-law of any local or other duly constituted authority or the introduction of any such statute ordinance, etc. which causes additional or reduced cost, the same shall be certified by the Engineer and shall be paid by or credited to the Employer and the Contract Price adjusted accordingly. Notwithstanding the foregoing such additional or reduced cost shall not be separately paid or credited if the same shall already have been taken into account in the indexing of any inputs to the price adjustments formula in accordance with the provisions of Sub-Clauses (1), (2), (3), (4) and (5) of this Clause.

The following items are not to be included in the price adjustment calculations:

- a. Liquidated Damages.

- b. Retention money withheld and released.
- c. Advance payments in the form of loan and their repayments.
- d. Value of any additional or varied work valued at current price.
- e. Payment to nominated subcontractors included as "Provisional sums" or "Prime cost" items in the Contract Price.

### **37.0 Taxation**

The Contractor shall pay all taxes, duties, levies, work contract tax etc. of the Government provisions of the Income tax Act or as per the advice of the Income Tax Authority. Deduction of Income tax/ Works Contract tax/ other taxes shall be made from each certificate of payment as per the relevant provisions of the Income tax Act or as per the advice of the Income tax Authority/ other Competent Authority.

### **38.0 Co-ordination Meeting**

The Contractor shall be required to attend co-ordination meetings with the Engineer, the Consultant and other Contractors during the period of Contract at any suitable place as instructed by the Engineer. All costs incidental to such interaction including providing vehicle shall be to the Contractor's account and no claim will be entertained by the Employer/Engineer on this account. The contractor shall ensure that the meeting is attended only by their officials/ representatives at appropriate level and as directed by Engineer.

### **38.1 Engineer's visit to site**

The contractor/his representative shall be required to be present during periodical site visit of the engineer along with all the drawings and details required by the engineer and make a good vehicle available to the engineer at their own cost during his period of stay in town. The contractor will make all the places accessible for the smooth visit of engineer at site. The contractor will take all permissions and to make all the arrangements for visit of any place or any local authority concerned related to the works.

## **39.0 Special Applications**

### **39.1 Site Information**

The proposed Site for the *Construction, testing, commissioning and, validation of Bio-safety level 3 (BSL-3) Laboratory & associated works on “Turnkey Basis” at National Research Centre on Equines (NRCE), Hisar- Haryana in compliance with CDC, USA guidelines as minimum and its maintenance during the defect liability period within NRCE campus, Hisar*

### **39.2 Site Development**

- a) Proper pumping arrangement should be maintained at site for removing water from the basement at no extra cost.
- b) Proper arrangement of security, safety, transportation, manpower, lighting arrangement to be maintained during execution of works at night.
- c) For rapid execution of work, contractor has to arrange their own tower crane, batching plant and others machinery, tools and tackles needed for the work as given in the submitted PQ document.
- d) As directed by Engineer Proper barricading to be made so that surrounding area free from disturbances. The specifications of barricading to be got approved by Engineer. External face of barricading to be nicely painted and written the name of Employer, consultant & project only. NO sign board of contractor is allowed unless permitted by engineer in writing.
- e) For diversion of under ground services proper arrangement to be made by the contractor with the approval of Engineer.

#### **b) Statutory Requirements**

Contractor is responsible for obtaining approval from local electrical inspector & water & Sewer line connection, tree cuttings, permission for borewell and others local Statutory bodies etc, if any, and any structure made / to be made of work, which is not in the approved plan, by the local authority. All the statutory expenditure if any shall incur towards payment to the local body for getting local Electric inspector, sewer line and water supply connection, any other statutory fees etc for Employer will be reimbursed on the

production of proof of payment. The contractor will be promptly extended all assistance in this connection.

#### 39.2.1 Contractor's Working Area

Suitable working area will be provided by the Engineer to the Contractor. The Contractor may have to carry out some cutting / filling work for making his working area. The cost of all such Works shall be deemed to have been included in the rates and prices quoted for the Works and no extra payment shall be made on this account.

#### 39.2.2 Contractor's Temporary Structures

The Contractor may, at his own expense and subject to the approval of the Engineer and statutory authorities, construct offices, stores, Workshop in the area allocated to him and remove the same as per the orders of the Engineer on completion of Works. The Contractor shall furnish such details of his Temporary Works as may be called for by the Engineer and the Contractor shall satisfy the Engineer as to their safety and efficiency. Engineer may direct those Temporary work which he considers unsafe or inefficient be removed and replaced in a satisfactory manner. The Contractor shall immediately follow Engineer's directions/instructions.

The Contractor shall make his own arrangement at his own expense for labour camp / accommodation of his labour and staff and their conveyance to Site as no workers/ staff shall unless with the specific approval of the Engineer be allowed to stay within the Site. Gate passes shall be issued by the Engineer to authorise the Contractor's staff and workers to enter the Site. No extra payment shall be made on this account

#### 39.2.3 Procurement of Various Materials

The Employer will not supply any construction materials required for the Works under this Contract. The Contractor must, therefore, make his own arrangements for timely procurement of various materials including steel and cement. Prior approval of each and every material including steel cement, aggregate, bricks etc or any other fittings & fixtures to be taken from engineer before its procurement to site. However in case of excessive delay in procurement of various materials, the engineer may also take decision of procurement of material directly and the cost will be recovered from the contractor.

#### 39.2.4 Water Supply & Power Supply

The Contractor shall make his own arrangement for water supply at Site for drinking as well as construction purposes at his own cost. The Contractor shall also make his own arrangements for power supply at Site for construction, testing & commissioning of all services and general use at his own cost.

Non-availability of power supply and/or water from whatever source shall not entail any additional claims or extension of Contract period in this account. The contractor will provide water & electricity to the Engineer's office free of cost for the required quantity by the engineer's site office.

#### 39.2.5 Site office

Contractor has to provide with in 30 days of issue of letter of award, at his own cost a reasonably furnished site office accommodation for HSCC ( area approx 90 Sqm) having a sample room, Air conditioned meeting room & staff rooms along with toilets, Electricity, drinking water & pantry, file storage facility along with computers & Laser printers and its consumables, a telephone with STD facility and vehicle/Car of good running condition inclusive of all services like driver, consumables and maintenance etc at any time for exclusive use of engineer/HSCC round the clock during the currency of the contract till defect liability period to HSCC as per requirements given by the Engineer. Maximum expenditure for site office limits to 12.0 Lakhs.

#### 39.2.6 Temporary Fencing

The Contractor shall at his own expense, erect and maintain in good condition temporary fences all around the working premises as per specifications & size approved by Engineer/Employer and statutory authorities requirements. After the successful completion of work all the temporary fencing will be dismantled/removed by contractor and all the dismantled/removed material from here shall be the property of the contractor. The specification is as under

"Providing and fixing and making 2.1M temporary fencing with 24 gauge GI corrugated sheets with 8mm dia. "L" hooks on MS steel structure frame work @ 12 Kgs/Sqm including pit excavation with cement concrete 1:4:8 pit filling(1cement : 4 coarse sand: 8 graded stone aggregate 40mm nominal size ) or fixed in floor by suitable means and painting with primer to steel structure including the two

or more coats or synthetic enamel paint outside (50% blue and 50% green synthetic enamel paint as directed by engineer over a coat of approved steel primer as per instruction of engineer complete. (After the successful completion of work all the temporary fencing will be dismantled/removed by contractor and all the dismantled/removed material from here shall be the property of the contractor)".On all the fencing work the name of client and consultant will only appear and in no case the name of contractor is allowed on any board or sheets of fencing. The format of signboard & fencing board will be approved by Engineer. The suitable place & size of board for the name of agency/agencies to be shown by Engineer. The Contractor shall, except when authorised by the Engineer, confine his men, materials and plant within the Site of which he is given possession. The Contractor shall not use any part of the Site for purposes not connected with the Works unless prior written consent of the Engineer has been obtained. Access shall be made to such areas only by way of approved gateways

#### 39.2.7 Mix Design of Concrete

The contractor shall carry out the mix design for the relevant item of concrete from reputed institution/laboratories as approved by Engineer at his own expenses within 15 days from notification of award. Prior approval of engineer is to be taken before the samples (Cement, Coarse & fine aggregates) sent to the Institution for Mix design. The decision of engineer shall be final and binding for above. The design mix required may with or without admixtures.

#### 39.2.8 Testing of Materials

All materials used in the works shall be subject to inspection and test. The Contractor shall carry out sampling of such materials and making of concrete test cubes as per the appropriate Indian Standards and as directed by the Engineer. The contractor shall deliver the samples of materials and concrete test cubes to the site office of the Engineer at site office/Site Testing Lab in a manner as directed by engineer who will inspect the same and then order for testing of materials and concrete cubes..

The Contractor shall arrange for testing of materials normally in site testing lab but samples may be sent outside testing laboratories if necessary.

The delivery of the samples shall be undertaken by the Contractor. The cost and charges for sampling of materials and concrete cubes



and delivering the same to the office of the Engineer and/or other places including all incidentals in connection with the same as directed by the Engineer and the testing charges there of shall be borne by the Contractor and shall be deemed to be included in the rates and prices quoted in the Bill of Quantities. The results of the tests carried out shall be binding on the Contractor who shall comply with any rectification measures that the Engineer may deem fit and order to be executed by the Contractor as a result of testing.

39.2.9 Approval of Samples prior to use

The Contractor shall submit the samples of all materials, (Whether in list of approved make or not in list of approved make) he proposes to use in the Works for prior approval of the Engineer. A sample room shall be maintained at Site in which all approved samples shall be kept for comparison with materials being used at Site.

39.2.10 Bar Bending Schedule

Contractor shall prepare bar bending schedules in the prescribed proforma as approved by the Engineer for prior approval of the Engineer. However, the approval does not relieve the Contractor from his liability for bending, placing and binding reinforcements as per the approved drawings.

39.3 (a) Working drawings/ shop drawings/Design:

The drawings supplied by the engineer have been listed in the tender documents.

These drawings are indicating for the purpose of detailing the intent and requirement of the contracts. The contractor shall take into consideration by space allocated for equipments before ordering them to ensure that the equipment would fit in the space provided with necessary clearances required as per the relevant standard/ manufactures recommendations.

Structural and architectural drawings will be provided by HSCC however to ensure the uninterrupted progress of work and timely completion, the contractor will do further detailing as per site requirement at his own.

Detailing and shop drawings of all services will have to be done by the contractor based on the schematics and other details provided by HSCC or local authorities. The work will be executed by the contractor based on the approved drawings from the concerned authority and accordingly contractor will be responsible for obtaining final NOC/clearance from concerned authority.

The contractor shall submit to the Engineer for approval details of all proposed equipments, accessories, equipment characteristics and capacity details of all equipment, accessories and devices etc. as per the specifications and required by the Engineer.

In case there is delay in any drawings and design viz shop drawings, as made drawings etc. in preparation, design, quality, submission, etc. HSCC may ask the contractor to change the design consultant immediately or get the same done on risk and cost of the contractor.

These drawings and details shall also contain details of construction, size, arrangement, operating clearances, performance

characteristics and capacity of all items of equipments and also details of all related items of work by other discipline.

All drawings to be signed by authorised contractor's representative with name, seal and date before submission to Engineer.

#### 39.4 "AS MADE" Drawings

The Contractor shall supply two complete sets of "As Made" Drawings on polyester tracing film 75 micron thick and also on computer pen drive and three prints showing details of all the Works as executed. The drawings and prints shall be delivered to the Engineer within one month of completion of the various Sections of the work or at such other times as directed by the Engineer. The drawings shall be fully dimensioned with the Engineer's standard title block or as approved by the Engineer. The cost of making the "As Made" drawings shall be deemed to be included in the rates quoted in the Bill of Quantities.

#### 39.5 Monthly Progress Photograph

The Contractor shall supply to the Engineer a pen drive, negative and three prints of colour progress photographs in good quality album with two copy at site and one copy at HSCC Head Office of

such portions of the work in progress or completed works every month end or as directed by the Engineer. The pen drive, negative and the photographs shall become the property of the Employer. The photographs shall be of approximate size 169 mm x 115 mm each. The photographs shall be mounted in albums approved by Engineer and shall be suitably inscribed and captioned. The albums in a chronological order shall be handed over to the Engineer. No pen drive prints or the negatives may be supplied to any persons without the authority of the Engineer. All photographs to be taken from digital camera and software to be provided for transformation it to the computer. Photograph shall be taken after a gap of one month till completion of project and shall be displayed at site.

#### 39.6 Programme of Work and Progress Reports

The Contractor shall submit to the Engineer within two weeks of the Award of the Contract, six copies of detailed Schedule showing in an approved form the estimated dates of commencement and completion of different parts of the Works including the expected dates for completion of the various Sections of the Works. The detailed Schedule shall be such as it can be updated quarterly or as directed by the Engineer. Six copies of the revised Schedule shall be supplied to the Engineer as and when it is revised. The schedule will be in two parts. The first part will consist of schedule for detailing & preparation & submission of shop drawings and second part of schedule for execution. The schedule will be only detailing of original schedule submitted alongwith tender.

The Contractor shall submit to the Engineer before the second day of every week, a progress report for the preceding week showing the unto date progress and progress during the preceding week on all items of each section of the Works in relation to and in consideration of the detailed Schedule.

#### 39.7 Metric Units

Metric units have been used in the specifications and on all the drawings.

If any materials described in the Contract or ordered by the Engineer are described by dimensions in the metric units and the Contractor can not in accordance with the Contract, procure such materials in the measure specified in sufficient time to avoid delay in the performance of his other obligations under the Contract, but can obtain such materials in other measure to dimensions approximating to those described in the Contract or ordered by the

Engineer, then the Contractor shall henceforth give notice to the Engineer of these facts stating the dimensions to which such materials are procurable in the other measure. As soon as practicable after the receipts of any such notice the Engineer shall give an order to the Contractor which shall either

- (a) Direct the Contractor to supply such materials to the dimensions stated in his said notice to be procurable instead of the dimensions described in the Contract or originally ordered by the Engineer, or
- (b) Direct the Contractor to make some other variation whereby the need to supply such materials to the dimensions described in the Contract or originally ordered by the Engineer will be avoided.

### 39.8 Field Materials Testing Laboratory

39.8.1.1 The Contractor shall provide ,furnish, man and maintain a laboratory at his own cost for the Testing of bricks, concrete cubes, construction materials, soil and any other materials in accordance with (Indian Standards and CPWD norms etc.) & as per the directions of Engineer.

Whenever directed by the engineer the contractor shall permit other contractor working for the employer on the project to use field-testing laboratory on payments as fixed by the Engineer. Such payments will be made directly by the other contractor using the laboratory.

39.8.1.2 The laboratory shall be equipped and manned by the Contractor at his own cost with all necessary apparatus to carry out the above mentioned tests in accordance with relevant Indian Standards or equivalent approved Standards.

i) Cement testing:

Tests for fineness, Strength, setting time and soundness in accordance with IS:4031.

ii) Concrete Testing:

Test for workability, proportions, density and strength in accordance with IS:516 and 1199. In particular the cube testing machine shall be capable of exerting a slowly applied force up to 200 tonnes and the platens shall be suitable for

crushing both 150mm and 200 mm cubes. A Vibrating table of suitable design shall be provided for compaction of cubes.

iii) Aggregate Testing:

In accordance with IS: 2386 (part I to VIII) for the following tests on both fine and coarse aggregates:

- a. Sieve analysis
- b. Determination of bulk density and voids on fine aggregates only:
- c. Determination of moisture content, specific gravity and absorption on coarse aggregates only:
- d. Determination of specific gravity and absorption

39.8.1.3 The contractor shall carryout inspection, testing, checks and also shall maintain records of inspection, testing & checks of material, works and activities related to construction works in the ISO 9001 quality system formats, checklists etc. to be given by consultant during execution period. After getting approval from the Engineer, The contractor shall print at his own cost all forms, tables, formats etc.

39.8.1.4 The laboratory shall be connected to the main water and electricity Services. It shall also be supplied with portable gas equipment.

39.8.1.5 On completion of the Maintenance period, the laboratory is to be dismantled and removed from Site. The dismantled materials and equipment shall be the property of the Contractor.

#### **40.0 Rates/Prices**

The quoted rates/prices for the items shall be complete in all respect including all labour, material, plant and machinery, tools and tackles, batching plant for RCC work including water & electricity, all taxes, duties, levies, octroi, statutory levies applicable from time to time and others as specified in SCC etc. The contractors attention is invited towards different floor finish and their respective finish levels as indicated in architectural drawings, and nothing extra will be payable for additional mortar bed required to achieve uniform finished levels. The Contractor should quote his rates/prices accordingly for the complete items in all respects.

#### **41.0 Compliance of Statutory Obligations for obtaining completion Certificates:**

The Contractor shall comply all the statutory obligations and obtain all required clearances to implement the project without any

financial repercussions to HSCC/Employer and ensure all follow up actions with the local authorities in this respect for smooth completion of the project. All statutory charges to get any NOC, clearances from local authorities to be obtained by the contractor and the charges towards the NOC shall be reimbursed after submitting the bills/documentary evidences along with RA bills/final bill. The contractor is required to obtain all NOC, completion & Occupancy certificates from respective local bodies , if any as under:

i) Pollution control Board, ii) Environment clearances, iii) NOC form fire department, iv) Lift licence, v) Chief Electrical Inspector CEA, vi) Municipal authority vii) Airport Authority, viii) Tree cutting, ix) Explosive department, x) Municipal authority for water and sewer connection, xi) And any other statutory requirement to occupy the building and run the services in all respect. Contractor shall organise all inspections of concerned authorities & obtain the NOC's within the time for completion.

**The contractor is required to submit the relevant drawings like completion Drawings and any other statutory documentary requirements of local bodies in copies as per requirement to obtain the above etc. at their own cost.**

**42.0 deleted**

**43.0 Unpriced Bids**

The unpriced copies of the purchase orders of major items/equipments and of subcontracts placed by the Contractor shall be furnished to the Engineer.

**44.0 Milestone**

The contractor shall submit mile stones for procurement of all the bought out items and completion of all the major activities including details of manpower proposed to be engaged for each activity.

45.0 Guarantee and Defects Liability Period

45.1 The entire BSL-3 Laboratory works including all the equipments, systems, services and components as a whole shall be guaranteed for its performance and against any manufacturing defects. The defects liability period shall be valid for a period of 1 (One) Year from the date of Completion of works and taking over of the works by the

employer. The contractor shall guarantee that all the works, equipments, systems, services and components shall be free from any defect due to defective materials and bad workmanship or any other cause and that the equipments and systems shall work satisfactorily and the performance and efficiencies of the equipments and systems shall not be less than the approved values. Any part found defective during the defects liability period shall be repaired/replaced by the contractor at his own expense. The services of the contractors personnel, if requisitioned during this period for such work, shall be made available free of any cost to the Employer. However any consumables like gas, oil, v-belts, filters etc. is not covered under the defects liability. If the defects are not remedied within a reasonable time mentioned in the written notice, the Consultant/Employer may proceed to do so at the contractors risk and expenses without prejudice to any other rights. Joint inspection reports shall also be deemed as written notice for this purpose.

#### 46.0 Comprehensive Annual Operation and Maintenance Services

46.1 After Taking Over of the BSL-3 Laboratory, the contractor shall provide Comprehensive Operation and Maintenance services for 1 year. The comprehensive operation and maintenance services provided by the contractor shall include providing trained manpower, accessories, tools, tackles, all spares and consumables, replacement of defective parts, carrying out routine and preventive maintenance and servicing of the equipments and systems etc. complete in all respect (excluding only power and water which shall be provided by the employer). The charges for providing 1 year comprehensive operation and maintenance services shall be included in the quoted rates and nothing over and extra shall be paid to the contractor on this account.

46.2 After completion of one year comprehensive operation and maintenance services, the contractor may be required to provide comprehensive operation and maintenance services for the complete BSL-3 Laboratory systems and equipments covered under this contract for a further period of upto 3 (three) years. However availing of comprehensive annual operation and maintenance services shall be at the sole discretion of the Employer. The unit rates quotes for comprehensive annual operation and maintenance services (after completion of 1 year already covered in the scope of works) for 1<sup>st</sup> year, 2<sup>nd</sup> year and 3<sup>rd</sup> year shall be binding on the contractor. The rates quoted for comprehensive annual operation and maintenance services shall be inclusive of all accessories, manpower, tools and

tackles, spares and consumables, replacement of parts, routine servicing and maintenance of equipments and systems etc. (excluding only power and water which shall be provided by the employer) complete in all respect. Nothing extra over and above the quoted rates shall be payable on any account for providing operation and maintenance services.

46.3 The unit rates quotes for providing comprehensive annual operation and maintenance services for 1<sup>st</sup> year, 2<sup>nd</sup> year and 3<sup>rd</sup> year shall be binding on the contractor and shall be considered for the purpose of evaluation of financial/price bids.

46.4 During providing comprehensive operation and maintenance services, the contractor shall deploy adequate skilled manpower and tools and tackles and spares for smooth operation and maintenance of the Laboratory facility. The Engineer/Employer shall have the right to ask for more manpower or ask for replacement of existing manpower in case it is found that the operation and maintenance services provided are not satisfactory. The decision of the Engineer/Employer in this regard shall be final and binding on the contractor.

#### **47. Approval of Make / agencies**

a. Engineer may add any equivalent approved make with price adjustment

b. In case of non availability /monopolistic attitude of any approved make engineers decision to introduce any other make shall be final with suitable price adjustment.

c. Approved make of same item under different sub-heads are interchangeable.

d. The same criteria for approval of electrical , HAVC, plumbing, fire fighting works and other specialised agency will be followed, as per undertaking submitted by the contractor during pre qualification.

#### **48. RCC WORKS**

Suitable batching plant with pumping arrangement for a minimum four storey building to be installed at site for the all RCC works. In case break down of the batching plant suitable alternative arrangement like RMC to be made by the contractor to avoid any interruption in RCC work. The alternative arrangement of RMC



plant with advance engineer's approval of design mix to be kept ready for such emergency so that RCC can be readily available within 12 hrs of break down of batching plant.

**49. Extra/Substituted items:** The items shall be analysed based on following norms :

- a) Any extra item/non schedule item will first be analysed based on the similar items existing in the BOQ under any sub heads. Components of any similar item nearest to the non schedule item will be decomposed to get the various sub components of material and manpower. The item will again be composed on the basis of requirements taking other components from DAR and rates.
- b) Components of material, manpower, wastage, profit, sundries, etc will be taken from CPWD latest DAR
- c) In absence of similar item and In case the components are not available in DAR, the same will be taken from actual observations made and recorded at site. A register to be made for such actual observations to be jointly signed each day of observations and put up to the engineer alongwith analysis for approval.
- d) Actual market rates of the material and bought out items at the time of execution of activity will be verified by the site incharge of HSCC based on the rates submitted by the contractor alongwith his claim for extra items after due consideration for all the project discount on the market rates of any item.
- e) Contractor's profit on extra items will be as per CPWD norms or 10% only in case the item in any forms in not available in DAR.
- f) The analysis of items enclosing actual observation sheets, photocopy of pages of DAR, original paid bills and vouchers to be submitted at site.
- g) Labour rates will be taken from local body /collector rates of that area for minimum wages

The claim and analysis will not be accepted unless proper analysis with supporting documents are submitted.

No extra item will be paid unless prior administrative approval of engineer is taken in writing for its execution with tentative rates and total cost involved.

- 50. Financial capability:** The contractor must have the financial capability to continue the work uninterrupted at site.

No time extension will be considered for delay in payment.

- 51. Details required along with submission of running/final bills to the Engineer**

Clause 33.0 under Certificates & Payment contractor is required to submit following details/documents along with every running/final bill without which bills will not be processed.

1. Bills of every section of work as provided in BOQ to be prepared separately and submitted all together. In case there is no billable amount of any section of work, the same should be clearly indicated zero value during the period of bill.
2. Complete measurement details along with location of each measurement should be clearly indicated.
3. Authorised representative of contractor with name & seal to sign on each page of bill submitted.
4. Carryover and brought forward for each & every quantity to be indicated in the bill.
5. The running bill should contain the measurement of items executed during the period of bill. Full measurement may be given in pre final/ final bill. The measurement of all concealed items should be made before covering them.
6. All the copy of challan of materials, bills and test certificates specially of the items on which secured advance has been claimed , steel, cement, sand, aggregates, bricks, any plumbing material, Aluminium, waterproofing material etc. should be submitted alongwith the every bill to the Engineer. Actual measurement of secured advance to be submitted for verification of Engineer. Rate of secured advance material to be verified by Engineer independently. Secured advance on approved make material will only be payable.

7. Manufacturer Catalogue for aluminium and other items for verification of standard unit weight and checking that material is as per specification should be submitted.
8. Weight slip of reinforcement steel and aluminium and any other material as required by Engineer Representative from authenticated source like Dharam Kanta should be submitted.
9. The computerised soft copy of the entire bill shall be submitted alongwith the bill.
10. Correction as made by Engineer Representative should be incorporated by the contractor and corrected copy in three copy should be submitted for payment. Date of submission of bill will be reckoned from the date of submission of corrected bill.
11. Material consumption statement should be submitted alongwith every bill.
12. Bill should be indexed properly and each page and correction if any should be signed and stamped by the authorised representative of the contractor and acceptance should be given.
13. Copy of challan of submission of PF & ESI and any other relevant as required from time to time should be submitted.
14. Contractor shall maintain a check list at site duly marked on drawing for the items/works already measured till previous bill should be submitted alongwith the bill.
15. Register for steel, cement, water proofing material, concealed item etc. should be maintained at site in the standard format of CPWD duly modified by Engineer Representative as per requirement. Monthly statement should be submitted along with the bill.
16. Power of attorney of authorized person on behalf of contractor to be submitted. Contractor must ensure that all papers /Measurement book to be signed by authorized person with measurement date, date of start & date of completion etc.
17. Copy of duly certified bank guarantee from bank, performance BG, insurance policies as required in terms of contract to be enclosed with first RA bill.
18. All overwriting, alterations have been countersigned by the authorized person with date.
19. Approval of extra item if any conveyed to be enclosed.

20. Contractor must ensure, in case of time extension, confirmation of extended validity of insurance, performance BG upto Defect liability period as per contract and a copy of approved time extension to be submitted.
21. Contractor must authorise their representatives competent for verification of measurement at site and these person should be available at site.
22. Contractor is required to submit all test certificates of items claimed in bill for payment or for secured advance payment. Any item not meeting the test criteria's will not be considered for payment.
23. All the pages and enclosures of bills to be stamped with name and designation of the person with full signature of contractor's and HSCC's site incharge before submission to the engineer.

In addition to above any other document and details as required for checking, verification and timely processing of bill.

#### **52. Terms & Conditions of Pre-qualification**

All the terms & conditions & prequalification criteria's of prequalification document of invitation of prequalification are to be strictly complied during tenancy of contract.

#### **53. Records , Accounts, information and Audit: -**

Contract shall maintain accurate and systematic records and accounts in respect of works performed under this contract.

Contractor shall furnish compile or make available at all time to employer /HSCC any records for information's oral or written which employer/HSCC may reasonable request in respect of works or contractors performance, thereof. Contractor shall allow employer /HSCC or its authorized agents to inspect and audit such records or information upon reasonable notice.

#### **54. Increase and Decrease of cost : -**

Except if otherwise provided by the contract no adjustment of contract price shall be made in respect of fluctuations of market price of labour, materials, plants or equipments, neither due to fluctuation in interest rates nor devaluation or any other matter affecting the works. Contract shall maintain accurate and systematic records and accounts in respect of works performed under this contract.

#### **55. Photographs & Advertising : -**

Contractor shall not publish any photographs of works or allow works to be used in any form of advertising without prior approval in writing from employer.

**55. Contractor responsible :**

Notwithstanding any other provisions in contract document contractor shall be totally responsible for and shall bear any and all risk of loss or damage to or failure of works or any part thereof for a period of four years after defect liability period provided always that such risks , damage or failure results from acts, defaults and negligence of the contractor, his agents, or workmen

**ADDITIONAL SPECIFIC CONDITION OF CONTRACT**  
**AND**  
**SPECIFICATIONS**

**(A) GENERAL**

Scope of work broadly consisting of the following modules but not limited to only these:

Any material and inventory which is in usable condition will have to be handed over to NRCE authorities and its receipt to be submitted to the engineer. In case the usable material and inventories are not handed over or the receipt not submitted then the amount as per advice of NRCE will be deducted from the bills.

The work on all the modules will be taken up simultaneously by deploying independent team of labor, supervisor etc. to that particular module.

- A. Shut down of electrical HVAC, Water supply, sanitary or any other services will have to be taken by properly by making a request to NRCE in writing at least 3 days in advance so that existing system is not affected.
- B. Agency has to make temporary barricading of work site by putting curtains, sheets etc. for making the research work area of VTCC sound and dust proof.
- C. Deleted.
- D. Any statutory approvals required for demolition, carriage of material, addition or deletion of temporary or permanent structure will be taken by the agency. Payments made towards statutory charges will be reimbursed to the agency.

The following facilities are also required to be provided during execution of work :

- 1. Safety barriers
- 2. Safety tapes
- 3. Safety officer
- 4. Use of safety jacket, caps and shoes and other safety norms
- 5. Provision for electricity and water during construction
- 6. Scaffolding provision for support of existing structure during construction
- 7. Outer lights
- 8. Traffic warden/guards
- 9. Approval from local authorities
- 10. Round the clock working for contractor in shifts
- 11. Defect liabilities on total work

12. non vendor based specification
13. Waterless urinals, audio visual console for information system
14. Plywood barrier outside working area
15. External lighting
16. Total electrical load
17. Total water requirement
18. Signage's – special module– Alphabets and back lighting
19. Exhaust and ventilation in toilets.
20. Provision of site office and manpower
21. Anti skid strips on ramp
22. Outdoor land scaping
23. Provision for new electrical load and water supply need
24. Round the clock working permission from NRCE

Further, The following conditions may also include in contract :

- 1 The following Additional Specific Conditions and specification shall be read in conjunction with General Conditions of Contract and Specific Conditions of Contract. If there are any provisions in these Additional Specific Conditions which are at variance with the provisions in the above mentioned documents, the provisions in these Additional Specific conditions shall take precedence.
- 2 The contractor shall be obtain all approvals/ permissions from local/ statutory bodies during progress of works for dismantling/ demolition, additional/ alteration etc of any existing structure/ building or part of it.
- 3 The contractor shall check & ensure design, safety requirements & sustainability of existing structure on account of additions/ alterations/dismantling works.
4. Contractor shall make all arrangement of water, electricity, HVAC, fire fighting and any or part of services of the existing premises/hospital shall run uninterruptedly during execution of work. However if required to hold/interrupt any or part of services to execute the work, prior approval required to be obtained from concerned department/officials.