

**MINSITRY OF HEALTH & FAMILY  
WELFARE, NIRMAN BHAWAN,  
NEW DELHI**

**TENDER  
FOR**

**REPAIR OF AIIMS BOUNDARY WALL FOR  
CHANDER SINGH GARHWALI AIIMS AT  
RISHIKESH.**

**VOLUME - I**

**INSTRUCTION  
TO BIDDERS & SPECIFIC CONDITIONS OF  
CONTRACT**

**JULY 2007**

**HSCC (INDIA) LTD.**

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

TENDER NO. HSCC/400/BU-II/BW/2007

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 civil construction agencies for the works : **Repair of Chander singh Garhwali AIIMS Boundary wall at Rishikesh.** Estimated cost of work : 8.00 lakhs, completion period : Two months. Minimum Prequalification Criteria: (a) Average annual turn over during last three financial years shall be 30 % of the estimated cost (as per audited balance sheets) (b) Successful completion of at least **one** similar nature of works on a single contract value not less than **80%** of the estimated cost or **two** similar nature of works value not less than **50%** of the estimated cost or **three** similar nature of works value not less than **40%** of the estimated cost during last 7 years ending last day of the month previous to the one in which applications are invited. Interested agencies may obtain the tender documents on written request on any working day **mentioning the work** upto 24<sup>th</sup> July, 2007 till 14:00 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](http://www.hsccltd.Co.in) and submitted along with the demand draft of Rs.1000/- in favour of HSCC (India) Ltd, Noida. **Complete document in sealed envelope is due for submission at above address latest by 24<sup>th</sup> July, 2007 upto 16 :30 hrs.**

Asst Manager (C)

## **"INSTRUCTION OF APPLICANTS"**

WORKS : "Repair of AIIMS OF BOUNDARY WALL FOR CHANDER SINGH GARHWALI -AIIMS AT RISHIKESH". for and on behalf of Ministry of Health & Family Welfare, Nirman Bhawan, New Delhi

EMPLOYER : Ministry of Health & Family Welfare, Nirman Bhawan, New Delhi.

### **1. Scope of Bid :**

1.1. For & on behalf of Ministry of Health & Family Welfare, Govt. of India, Nirman Bhawan (The Employer), HSCC (India) Ltd. (the Consultant) Intends to Pre-qualify agencies/firms for the above works details as under:

1.2 Brief Details :

**" Repair of AIIMS OF BOUNDARY WALL FOR CHANDER SINGH GARHWALI -AIIMS AT RISHIKESH".**

1.3. Pre-qualification is open to all agencies/ firms having sound background and specialization in carrying out similar works.

### **2. Submission of Applications:**

2.1 TENDER application must be submitted in sealed envelopes, which must be delivered by hand or by registered mail at HSCC (I ) Ltd., Plot no. 6(A), Block-E, Sector-1, Noida-201301, not later than 20<sup>th</sup> July 2007 and be clearly marked "**Tender for Repair of AIIMS OF BOUNDARY WALL FOR CHANDER SINGH GARHWALI -AIIMS AT RISHIKESH**".

2.2. The name and mailing address of the Applicant should be clearly marked on the envelope.

2.3. All the information asked for tender shall be answered in the ENGLISH language by all applicants/firms.

2.4. Failure to provide information in the stipulated format enclosed or to provide timely clarification or substantiation of the information supplied (considered essential to evaluate the Applicant's qualifications) may result in disqualifications of the Applicant.

### **3. Pre-qualification Criteria.**

3.1. Prequalification will be based on meeting the following minimum criteria regarding the Applicant's work experience, personnel and equipment capabilities, and financial position, as demonstrated by the Applicant's responses in the forms attached to the Letter of Application.

3.2. The Applicant meet the following minimum criteria for Prequalification:

(a) Average annual turn over during last three financial years shall be 30 % of the estimated cost (as per audited balance sheets)

(b) Successful completion of at least **one** similar nature of works on a single contract value not less than **80%** of the estimated cost or **two** similar nature of works value not less than **50%** of the estimated cost or **three** similar nature of works value not less than **40%** of the estimated cost

during last 7 years ending last day of the month previous to the one in which applications are invited

- 3.3. Personnel Capabilities: The Applicant must have suitably qualified personnel to execute the contract. (Fill enclosed ANNEXURE-III).
- 3.4. Equipment Capabilities: The Applicant should own, or have assured access to (through hire, lease, purchase agreement or other means) equipment to successfully execute the contract. (Fill enclosed ANNEXURE-IV) and must have own well equipped laboratory.
- 3.5. Financial Capabilities: Audited balance sheets for the last three years [ 2003-04, 04-05, 05-06] should be submitted., (Fill enclosed ANNEXURE-V).

Net worth should positive and profit making in last three financial years.

- 3.67(i) 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, and/or
- record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion. litigation history, or financial failures, etc.; and/or
- Audited balance sheet is not submitted along with PQ application etc .; and/or
- In case client certificate for successful execution of single work done, not submitted along with tender application form

- (ii) The applicants are also subject to be disqualified, if they are found black listed.

- 3.8. The applicants may visit the site to get first hand impression as regards its approach, accessibility etc. and other matters affecting cost and work.

**4.0. General:**

- 4.1. Agencies who have been pre-qualified under this procedure; price bids of only those agencies will be opened.

- 4.2. The Consultant reserves the right to:

(a) amend the scope and value of any contract under this project, in such event the bids will be open only pre-qualified who meet the requirements of the contract as amended.

(b) reject or accept any application without assigning any reason thereof; and

(c) cancel the tendering processing and reject all applications.

The Employer/Consultant shall neither be liable for any such action nor be under any obligation to inform the Applicants.

- 4.3. DELETED

**LETTER OF APPLICANTION**

[NOTE: On the letters head paper of the Applicant including full postal address, telephone no., fax no., and cable address]

To

Chief General Manager (Projects)  
HSCC (India) Ltd.,  
Plot No. 6(A), Block E, Sector-I,  
NOIDA (U.P.)

Sirs,

1. Being duly authorized to represent and act on behalf of ..... (hereinafter referred to as "the Applicant"). and having reviewed and fully understood all the Pre-qualification information provided, the undersigned hereby apply for the following scope of work:

**" Tender for Repair of AIIMS OF BOUNDARY WALL FOR CHANDER SINGH GARHWALI -AIIMS AT RISHIKESH "**

2. Attached to this letter are copies or original documents defining:
  - (a) the Applicant's legal status:
  - (b) the principle place of business; and
  - (c) the place of incorporation (for applicants who are/corporations): or the place of registration and the nationality of the owners (for applicants who are partnerships or individually-owned firms).
3. Your agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter of Application will also serve as authorization to any individual or authorized representative or any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements, and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.
4. Your Agency and its authorized representatives, may contact the following persons for further information.

General, Personnel, Technical and Financial Enquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

5. This application is made in the full understanding that:
  - (a) bids by pre-qualified applicants will be subject to verification of all information submitted for Pre-qualification at the time of bidding:
  - (b) you Agency reserves the right to:
    - amend the scope and value of the contract/bid under this project: in such event, bids will only be called from pre-qualified bidders who meet the revised requirements and
    - reject or accept any application, cancel the Pre-qualification process, and reject all application without assigning any reason thereof; and
  - (c) your agency shall not be liable for any such action and shall be under no obligation to inform the Applicant.
6. Appended to this application, we give details of the participation of each party including capital contribution and profit/loss agreements, to the joint venture or association. We also specify the financial commitment in terms of the percentage of the value of the contract, and the responsibilities for execution of the contract.
7. The undersigned declare that statements made and the information provided in the duly completed application are compete, true, and correct in every detail.

Singed
Name
For and on behalf of

**GENERAL INFORMATION**

All individual firms applying for tender are requested to complete the information in this form. Information to be provided for all owners or applicants who are partnerships or individually-owned firms.

1.	Name of firm
2.	Head office address
3.	Telephone   Contact
4.	Fax   E-mail
5.	Place of incorporation/ Registration   Year of incorporation / registration

**STRUCTURE AND ORGANIZATION**

1. The application is  
  - (a) and individual
  - (b) a proprietor firm
  - (c) a firm in partnership
  - (d) a Limited Company or Corporation.

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2. Attach the Organization Chart showing the structure of the organization, including the names of the Directors and position of officers.  

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3. Have you ever left the work awarded to you incomplete: (If so, give name of project and reasons for not completing the work.)  

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Application Form No.3

**ANNUAL TURN OVER**

Year	Annual Turnover in Indian Rs. as per Audited Balance Sheet
2003-2004	Rs.
2004-2005	
2005-2006	
Average Annual Turn Over	

**NOTE: The above data is to be supported by Audited balance sheets.**

**ANNEXURE - II**

Application Form No.4

DETAILS OF COMPLETED WORKS OF SIMILAR NATURE AND COMPLEXITY

(During last seven years)

<b>Sl. No.</b>	<b>Name of the Contract</b>	<b>Name of the client</b>	<b>Brief Description of the Contract</b>	<b>Date of Start</b>	<b>Date of completion as per contract</b>	<b>Date of actual Completion</b>	<b>Value</b>
<b>1</b>							
<b>2</b>							
<b>3</b>							
<b>4</b>							

**NOTE: Please attached supporting documents for the above information.**





Application Form No.7

**FINANCIAL CAPABILITIES**

Financial Information in Rs. equivalent	For year 2000-01	For year 2001-02	For year 2002-03
1. Total Assets			
2. Current Assets			
3. Total Liabilities			
4. Current Liabilities			
5. Profit before Tax			
6. Profit after Tax			

Attached Audit balance sheets for all five years

## Application Form No.8

Details of registration with state/central/PSU departments

Name of the Authority /department with registered	Class in which registered	Amount for which eligible to work	Date of registration	Validity period	Whether registration cancelled ever

## INSTRUCTION TO BIDDERS

### GENERAL

#### **1.0. Description of Works**

**1.1** The site for **Repair of AIIMS OF BOUNDARY WALL FOR CHANDER SINGH GARHWALI -AIIMS AT RISHIKESH "**. The approximate length for which boundary wall to be constructed is about **1000 meter of land** The scope of work shall also include their maintenance during defect liability period.

#### **1.2. The Principal Employer/Employer**

Ministry of Health & Family Welfare, Nirman Bhawan, New Delhi shall be principal employer/employer/owner for Repair OF BOUNDARY WALL FOR **CHANDER SINGH GARHWALI -AIIMS AT RISHIKESH**. All documents relating to labour license, submission of drawings to statutory authority for obtaining necessary clearance etc is to be signed/endorsed by Principal employer/employer/owner.

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

#### **1.4. Time for Completion & Commandment of works**

The successful bidder shall complete the works **within 2 (two) calendar moths** from the date of placement of order. Commencement shall be within 3 days from the date of issue of work order.

#### **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.

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

**3.1.** The bidder shall bear all costs associated with the preparation and submission of this 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, climatic conditions, labour, power, material availability, transport and communication facilities environmental regulations, laws and bye-laws of statutory local bodies 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 against all liabilities 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.

## **BID DOCUMENTS**

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

5.1. The Bid Documents comprise the following:-

Volume I	=	Instructions to bidders and Specific conditions of contract.
Volume II	=	General Conditions of contract
Volume III	=	Specifications & Bill of Quantities

5.2. The bidder is expected to examine carefully all instructions, condition, 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.

### **6.0. Clarification of Bid Documents**

6.1. A prospective 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.

### **7.0. Amendment of Bid Documents**

7.1. At any time prior to the dead line for submission of bids, the Engineer may for reason, whether at his own imitative or in response to a clarification requested by the prospective bidder, modify the Bid Documents by amendment 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 bold, a bid security of the amount of Rs. 16000.00 (sixteen thousand only). No deviation shall be permitted from this.

12.2. The bid security shall be in the form of a demand draft/pay order in favour of HSCC (India) Ltd., Plot-6(A), Block-E, Sector-I, NOIDA, UP-201 301from any Nationalized bank/Scheduled bank.

12.3. Any bid not accompanied by an acceptable bid security will be straightaway rejected.

12.4. The bid securities of unsuccessfully bidders except L2 bidders will be returned as promptly as possible after reviving performance security from lowest bidder.

12.5. The bid security of the L1 & L2 bidders will be returned upon the L1 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 the 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.

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 indelible ink and duly signed by a person or person duly authorized 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 initialed 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 initialed by person signing the bid.

#### **SUMBISSION 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 security as indicated above covering letter and the other bid documents Vol-I & Vol-II
- (ii) **Envelope No. 2:** Shall contain Volume III consist of Specifications, Bill of Quantities, tender Drawing and rates/prices duly filled in and signed and stamped without any conditions whatsoever, Bids containing any conditions in Enveloped No. 2 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 1. Non-compliance shall entail rejection of the bid.

- 15.2 The bidder shall seal the bid.
- 15.3 All the above two envelopes shall be sealed in a third envelope and addressed to The Chief General Manager (PG-II), HSCC (India) Ltd., Plot-6(A), Block-E, Sector-I, Noida, Uttar Pradesh-201 301.
- 15.4 All the above envelope shall bear the following identification.

Name of work:

**REPAIR OF BOUNDARY WALL FOR CHANDER SINGH GARHWALI - AIIMS AT RISHIKESH.,**

- 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 (I) Ltd., not later than 16:30 hrs on 16.07.2007.

- 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.

### **BID OPENING AND EVALUATION**

#### **17.0 Bid Opening**

- 17.1 Bids shall be opened in the office of HSCC (India) 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 representative who may wish to be present on intimated dates.

**Envelope No. 1:** Shall be opened first. If the Bid Security is not found as prescribed the bid shall be summarily rejected. Conditional Bids of parties shall be liable to be rejected.

- 17.2 The Engineer will examine the bids to determine whether they fulfill the Pre-qualification criteria, 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.
- 17.3 Telegraphic/Fax offer will be treated as defective, invalid and rejected. Only detailed complete bids received prior to the closing the closing time and date of the bids will be taken as valid.
- 17.4 The bidder's names, general technical details, the presence of the requisite bid security and such other details as per Engineer, at his discretion may consider appropriate will be announced at the bid opening.

**Envelope No. 2:** Contain the sealed price bid of parties whose bid is found to be generally in order and meets the Pre-qualification criteria shall be opened either at the bid opening or at subsequent date to be intimated in advance to such eligible bidders.

- 17.5 Only summary of prices quoted by the bidders will be read out.
- 17.6 The bid of any bidder who has not complied with any of the instructions contained herein may not be considered.

#### **18.0 Process to be Confidential**

- 18.1 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.
- 18.2 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.

#### **19.0 Clarification of Bids**

- 19.1 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.

## **20.0 Determination of Eligibility Responsiveness**

20.1 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 reservations.

20.2 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.

## **21.0 Correction of Errors**

21.1 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 the rates indicated in figures and words, the rate in words would 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.

21.2 If a bidder does not accept the correction of errors as outlined above, his bid will be rejected.

## **22.0 Evaluation and Comparison of Bids**

22.1 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.

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

22.3 Emulation of the bids will take into account, in addition to the bid amounts, the following factors.

- a) Arithmetical errors corrected in accordance with Clause 21.
- b) Such other factors as the Engineer considers may have a potentially significant impact on contract execution price and payments.

22.4 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.

22.5 Price adjustment provision 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.

## **AWARD OF CONTRACT**

### **23.0 Award Criteria**

23.1 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, provided further that the bidder has the capability and resources effectively to carry out the contract works.

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

- 24.1 Notwithstanding Clause 25, the Employer 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 bidders of the grounds for the Employer's/Engineer's action.

**25.0 Notification of Award**

- 25.1 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.
- 25.2 The notification of award will constitute the formation of the Contract.
- 25.3 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.

**26.0 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 including 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 ten days from the receipt of the draft and 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 three weeks from the receipt of the approved draft.

**27.0 Deleted**

## **SPECIFIC CONDITIONS OF CONTRACT**

The Conditions of Contract shall be GENERAL CONDITIONS OF CONTRACT in Volume II (hereinafter called the General Conditions as modified or added to by the following specific condition 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 Condition, the conditions of specific conditions of contract shall prevail.

### **28.0**      **Definitions**

- a) "PRINCIPAL EMPLOYER/EMPLOYER" means Ministry of Health & Family Welfare, Govt. of India, Nirman Bhawan, New Delhi
- b) "ENGINEER" Means The CHIEF GENERAL MANAGER (PG-II) 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) "MONTH" and "YEAR" and all dates shall be calculated according to the Gregorian Calendar.

### **29.0**      **Insurance of Works, etc.**

All Insurance referred to in General Conditions shall be effected with an Indian Insurance Company incorporated and registered in India.

**30.0**      Performance guarantees, advance payment guarantee and any insurance policies entered into by the Contractors under the terms of the Contract, shall stipulate that the proceeds of any claim shall be payable to **Ministry of Health & Family Welfare, Govt. of India, Nirman Bhawan, New Delhi**

### **31.0**      **Certification and Payments**

- a) Deleted
- b) The contractor shall submit to the Engineer after the end of each month/fortnight a detailed statement including measurements showing the estimated contract value of the permanent works executed upto the end of the month/fortnight together with particulars of other amounts to which he is entitled under the Contract.
- c) The statement shall be submitted on a printed Performa (Prepared at the cost of the contractor) approved by the engineer.
- d) The contractor shall be paid monthly/fortnight on the certificate 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 contract value of the permanent works executed upto the end of the previous month less retention money named in the bid, and
- e) Deleted.
- f) Retention money at the rate of 10% (ten percent) shall be deducted from interim certificate subject to the maximum of 5% (five percent) of the contract price.
- g) The retention money shall subject to clause 44.0.44.1.44.2 of General Conditions of contract become due and shall be paid to the

contractor when the Engineer approved after completion of work 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 the contractor any works ordered during the Defect Liability Period pursuant to clause 61 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 upon each of the Engineer's certificates shall be made by the

HSCC acting for and on behalf of Employer or by client directly within 10 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 7 working days after submission of the bill of the contractor in the approved format and complete in all respects.

i) The Engineer may at any time make any correction 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 part thereof are not being carried out to his satisfaction.

j) The responsibility for making the payments or meeting order obligations to the contractor in respect of all works as certified by the Engineer shall be that of the Employer and not of the Engineer.'

k) After completion of work and prior to final payment, the contractor shall furnish to the Engineer, a release of claims against the Employer arising out of the contract, other than claims specifically identified, evaluated and excepted from the operation of the release by the contractor.

**32.0 Settlement of Disputes-Arbitration**

Sub Clause 62 of G.C.C. Shall be followed.

**33.0 Address**

a. The address of the Employer is as follows:

**Ministry of Health & Family Welfare, Govt.of India, Nirman Bhawan, New Delhi**

b. The address of the Engineer is a follows

The Chief General Manger (PG-II), HSCC (India) Ltd., Plot-6(A), Block-E, Sector-I, Noida, Uttar Pradesh-201 301

c. The address of the Contractor is

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**34.0 The Following Shall be Read in Addition to Clause 34.1 The General Conditions**

**34.1 Labour**

**34.1.1. Engagement of Labour**

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

34.1.2 **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 staff and work people, Sub-Contractors and site visitors.

34.1.3 **Alcoholic Aliquor 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-contractors, agents or employees.

34.1.4 **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.

34.1.5 **Festivals and Religious Customs**

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

34.1.6 **Epidemics**

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, 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.

34.1.7 **Disorderly Conduct, etc.**

The Contractor shall at all times take all reasonable precautions to prevent unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of person and property in the neighbourhood of the works against the same.

34.1.8 **Observance of Legislation etc.**

The Contractor shall at all times during the continuance of the Contract comply fully with all existing Acts, regulations and bylaws including all statutory amendments and re-enactments and acts that may be passed in future either by the 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 the contractor. If the Employer is caused to pay or reimburse any amounts for non-observance of the provisions 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.

34.1.9 **Fair Wages:**

The Contractor shall pay the labours engaged by him on the work not less than a fair wage, 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.

34.1.10 The Contractor shall notwithstanding the provision 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 subcontractors in connection with the works as if the labourer has been immediately employed by him.

34.1.11 **Notices:**

The Contractor shall before he commences the work display and correctly maintain in a 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 for which such wages are earned and send a copy of such notices to the Engineer.

34.1.12 **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 requirements 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.

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

34.1.14 The wage records and wage slips shall be preserved for at least 12 months after the last entry.

34.1.15 **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.

34.1.16 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 observance 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.

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

34.1.18 **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 workman employed in the industry in which the workers is employed.

- (ii) The contractor or sub-contractor shall be entitled to be represented in any investigations or enquiry under this clause by an officer of an Association of Employers of which he is a member.

34.1.19 **Safety Provisions**

The Contractors shall comply will all the precautions as required for the safety of the workman by the I.L.O Convention (No. 62) as far as they are applicable to the Contract. the Contractor shall provide all necessary safety appliances gears like goggles helmets, masks, etc. to the workmen and the staff.

34.1.20 The Contractor shall be responsible for observance by his Sub-Contractor of the foregoing provisions.

34.1.21 **Footwear**

The Contractor shall at his own expense provide footwear for all 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 Employee shall be entitled to provide the same and recover the cost them 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 intervals as the Employer/Engineer may prescribe showing the supervisory staff and the numbers of the several classes of labour from time to time employed on the Site .

34.2 **Subsequent Legislation**

If, after the date thirty days prior to the latest date for submission of bids for the works, there occurs changes to any National or State Statue. 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 adjustment formula in accordance with 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" sub-contractors included as "Provisional sums" or "Prime cost" items in the Contract price.

**35.0 Taxation**

The contractor and his staff shall pay all taxes, duties, levies etc. of the Government provisions of the Income. Tax Act or as per the advice of the Income Tax Authority. Deduction of Income-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.

**36.0**      **Co-ordination Meeting**

The Contractor shall be required to attend co-ordination meetings with the Engineer, the consultant and the other contractors, during the period of contract as instructed by the Engineer. All costs incidental to such interaction shall be to the contractor's account and no claim will be entertained by the Employer/Engineer on this account.

37.1 a)      **Special Instruction**

The Contractor shall procure and provide to HSCC at site a least one suitable computers, one laster jet (HP) printers and other peripherals and required software for planning, monitoring and billing as approved by the Engineer and also provide all stationary items required for billing & round the clock computer operator for preparation of bills etc from the date of commencement

Within one month of start of work contractor shall provide and maintain at his own cost temporary office accommodation of HSCC. One water point will be equipped with aqua guard. The cost of all monthly bills for water and electricity will be borne by the contractor till defect liability period.

The above said furniture, refrigerator and aqua guard shall be the property of the contractor and site office shall be dismantled and removed after completion of all obligations of the contractor under the contract including the defect liability period.

Within a month of start of work, the contract shall provide HSCC with telephone/WLL facility at site office including STD facility & pay at his cost all monthly bills limited to 3000 calls per month.

The entire works will be liable to be inspected by Chief Technical Examiner i.e. CTE. The contractor will provide all necessary help required for in this connection. The contractor will have to company with the observations/suggestions/ of the CTE in respect of quality, specification, workmanship in his scope of work, if any. No extra payment will be made on this account however, any recovery arising out of the CTE's observation will be borne by the contractor.

b)      **Statutory Requirements**

Contractor is responsible for obtaining approval from local electrical inspector & Water & sewer in connection from Local Authority. All the statutory expenditure incurred towards payment to the local body for getting local electrical inspector. Sever line and water supply connection for Employer will be reimbursed on the production of proof of payment. The contractor will be promptly extended all assistance in the this connection.

37.2.1      **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 in the rates and prices quoted for the works and no extra payment shall be made on this account.

37.2.2      **Contract's Temporary Structures**

The Contractors may, at his own expenses and subject to the approval of the Engineer and statutory authorities, construct office, store, 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 my direct those temporary work which he considers unsafe or inefficient be removed and replaced in a satisfactory manner. The contractor shall immediately follows 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.

37.2.3 **Procurement of Various Materials**

The Employer will not supply any construction materials required for the works under this Contract. The Constructor must, therefore, make his own arrangement for timely procurement of various materials including steel and cement. Prior approval of each and every material including cement, steel, aggregate, bricks etc or any other things & Fixture to be taken from engineer before its procurement to site.

37.2.4 **Water Supply & Power Supply**

The contractor shall make his own arrangement for water supply at the for drinking as well as construction purposes at his own cost. The constructor shall also make his own arrangement for power supply at site for construction purposes 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. this contractor will provide water & electricity to the engineer's office free of cost for the required quantity by the engineer's site office.

37.2.5 **Telecommunications**

The Contractor shall apply to the P&T authorities for the necessary telephone and communication lines at his cost. One telephone line (fixed/WLL) having STD facility to be given to engineers offices free of cost.

37.2.6 **Temporary Fencing**

The contractor shall at his own expense, erect and maintain in goods condition temporary fences and gats along with boundary of the areas assigned to him for the purpose of execution of the works.

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 prior written consent of the Engineer has been obtained. Access shall be made to such areas only by way of approved gateways.

37.2.7 **Testing of Materials**

All materials used in the work shall be subjected in inspection and tests. The Contractor shall carry out sampling of such materials and making of concrete test cubes as and when ordered by the Engineer 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 in a manner as directed by the Engineer who will inspect the same and then order for testing of the materials and concrete cubes. The Contractor shall arrange for testing of materials in nearby area but samples may be sent to 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 the Engineer and/or other places including all incidents in connection with the same as directed by the Engineer and the testing charges thereof shall be borne by the contractor and shall 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 rectification measures that the Engineer may deemed fit and order to be executed by the contractor as a result of testing.

- 37.2.8 **Approval of Samples prior to use**
- The contractor shall submit the samples of materials, he propose to use in the works for prior approval of the Engineer. Samples room shall be maintained at site in which all approved samples shall be kept for comparison with materials being used at site. One skilled man power to be provided by the contractor at his own cost maintaining sample room. Any materials not confirming to the approved samples shall be rejected.
- 37.2.9 **Bard Bending Schedule**
- Contractor shall prepare bar bending schedules in the prescribed Performa as approved by 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.
- 37.3 **Drawings to be Supplied by Engineer**
- The Engineer shall supply to the contractor from time to time during the progress of the works such further drawings as will be necessary in his option for the proper and adequate execution and maintenance of the works in accordance with the design and or any modification thereof as decided by the Engineer and the contractor shall carry out the work in accordance with the said drawings. Any further drawing/detailing require shall be made by the contractor at his own expense.
- 37.4 **AS MADE" Drawings**
- The Contract shall supply two complete sets of "As Made" Drawings on polyester tracing film 75 micron thick and also on CD's and 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 at such other times as directed by the Engineer. The drawings shall be fully dimensioned with the Engineer's standard title clock 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.
- 37.5 **Monthly Progress Photograph**
- The contractor shall supply to the Engineer a C.D. and Three prints of colour progress photographs of such portions of the work in progress or completed as directed by the Engineer. The C.D. and the photographs shall become the property of the Employer. The photographs shall be of approximate size 169mm x 115mm 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. C.d. or the negative may be supplied to any person without the authority of the Engineer. All photographs to be taken from digital camera and software to be provided for transferring it to the computer. The photographs may be upto 100 nos per month as required by engineer.
- 37.6 **Programme of Work and Progress Reports**
- The Contractor shall submit to the Engineer within four weeks of the award of the contract six copies of a 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 contractor shall submit to the Engineer before the second day of every week a progress report for the preceding week showing the upto date progress during the preceding week on all items of each section of the works in relation to and in consideration.
- 37.7 **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 dimension in the metric units and the contractor can not in accordance with the contract, procure such materials in the measure specific 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 dimension 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 receipt 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 originally ordered by the Engineer or
- (b) Direct the contractor to make some other variation whereby the need to supply such materials to be dimensions described in the contract originally ordered by the Engineer will be avoided.

37.8 **Field Materials Testing Laboratory**

37.8.1 The contractor shall provide a laboratory at his own cost for the testing of bricks, concrete cubes, concrete materials, soil and any other materials in accordance with the directions of the Engineer.

Wherever directed by the Engineer the contractor shall permit other contractors working for the Employer on the project to use field, testing laboratory on payments as fixed by the Engineer. Such payment will be made directly by the other contractor using the laboratory.

37.8.2 The laboratory will be administrated and staffed by the Engineer but the contractor shall provide the following personnel at his own cost for attendance at the laboratory throughout the contract i.e. till defect liability period:

- i) One suitable qualified assistant capable of carrying out routine work necessary for the efficient running of the laboratory. Two assistants shall be experienced in concrete testing.
- ii) Two attendants to provide incidental labour as necessary in connection with the testing of materials, cleaning instruments etc.

37.8.3 The laboratory shall be equipped by the contractor at his own cost with the necessary apparatus to carry out the following tests in accordance with relevant 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 119. In particular the cube testing machine shall be capable of executing a slowly applied force upto 200 tones and the platens shall be suitable for crushing both 150mm and 200mm 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 and coarse aggregates only:
- d) Determination of specific gravity and absorption

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

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

37.8.6 On completion of the Maintenance period the laboratory is to dismantled and removal from Site. The dismantled materials and equipment shall be the property of the contractor.

### **38.0 Rates/Prices**

The quoted rates/prices for the items shall be complete in all respect including all labour, materials, weight batcher, arrangement for pumping water for curing purpose, plant and machinery, tools and tackles, all taxes, duties, levies, octrol, statutory levies applicable from time to time etc. The contractor should his rates/prices accordingly for the complete items in all respects.

### **39.0 Compliance for Statutory Obligations**

The contractor shall comply all the statutory and obtain all required clearances to implement the project without any financial repercussion to HSCC/Client and ensure all follow up actions with the local authorities in this respect for smooth functioning of the project.

### **40.0 Unpriced Bids**

The Unpriced copies of the purchase orders of major items/equipments and of sub contracts placed by the contractor shall be furnished to the Engineer.

## **ADDITIONAL SPECIFIC CONDITIONS OF CONTRACT**

### **AND**

## **SPECIFICATIONS**

### **RELATING TO CIVIL WORKS**

#### **1.0 General**

1.1 The following specific conditions and specification shall be read in the conjunction with General Conditions of Contract and Specific Conditions of Contract. If there are any provisions in these additional specific conditions and specifications which are at variance with the provisions in the above mentioned documents, the provisions in these additional specific conditions & specifications shall take precedence.

1.2 These additional specific conditions and specification shall be considered as an extension and not as a limitation of the obligations of the preference.

\* For items not covered in CPWD Specifications, the work shall be done as per the latest relevant IS Code of practice.

\* For items not covered by any of above the installation shall be done as directed by the Engineer and as per sound engineering practice.

## **2.0 Scope of Contract**

2.1 The scope of work covers the supply, erection, testing and commissioning of the Civil works within includes testing commissioning of components and accessories of:-

\* Civil Works

2.2 The work shall be carried out in conformity with the plumbing drawings and within the requirement well in advance to hold up progress of the construction schedule.

2.3 The Contractor shall make provisions of hangers, sleeves, structural openings and other requirements well in advance to hold up progress of the construction schedule.

2.4 The said contract comprise of furnishing of all materials, equipment, labour & transportation etc. necessary to render the installation fully operational as per the intent of specification and drawings, including any necessary adjustment or corrections. The installation shall be all in conformity with local laws covering such installation.

## **3.0 Contract Drawings**

3.1 The Drawings issued with the bid are diagrammatic only and indicate the extent and general arrangement of the installation. Drawings shall not be scaled.

3.2 The Contractor shall follows the bid drawings in preparation of his Shop drawings and for subsequent installation work. He shall check the drawings of other services to verify spaces in which his work will be installed. The Contractor shall examine all Architectural Structural, plumbing and other services Drawings, before starting the work and report to Engineer any discrepancies and obtain clarification. Any changes found essential to coordinate installation of this work with other services, shall be made with prior approval of the Engineer.

## **4.0 Shop Drawings**

4.1 When the Engineer makes any amendments in the above Drawings, the Contractor shall supply fresh sets of Drawings with the amendments duly incorporated, along with the drawings on which corrections were indicated.

4.2 After approval of the drawings by the Engineer, the Contractor shall further furnish six sets of Shop Drawings for the exclusive of and retention by the Engineer.

4.3 Approval of Drawings by the Engineer shall not relieve the Contractor of any part of his obligation to meet all the requirements of the Contract or of the correctness of his Drawings. The Engineer's approval of specific item shall mean the approval of the assembly of which is a component. The Contractor shall be responsible for and is to bear the cost for all alternations of the works due to discrepancies or omission in the Drawings or other particulars supplied by him, whether such drawings have been approved by the Engineer or not.

4.4 Where the work of the Contractor has to be installed in close proximity to, or will interfere with the work of other Trades, the Contractor shall assist in working out the space conditions to make a satisfactory adjustment. If so directed by the Engineer, the contractor shall prepare composite working drawings and sections at a suitable scale not less than 1:50, clearly showing how his work is to be installed in relation to the work of other Trades. If interference with the work of other trades, he shall make at the necessary changes without extra cost.

## **5.0 Samples and Catalogues**

5.1 Prior to ordering any equipment/material/system, the Contractor shall submit to the Engineer, the catalogues, along with samples from approved list of manufacturers. No material shall be procured prior to the approval by the Engineer. Source of every material must be approved by Engineer.

## **5.2 Approval of Materials**

All materials used on the works shall be new and of the best quality available, conforming to the relevant specifications and as per good engineering practice. Prior approval shall be obtained in writing from the Engineer for all materials proposed and when necessary, approved sample duly identified and labelled shall be deposited with the Engineer and shall be kept at site. List of approved make indicates make/manufacturer generally acceptable but final choice of make/manufacturer of material & models shall be with the Engineer.

## **6.0 Material and Equipment**

6.1 All Material and Equipment shall conform to the relevant Indian Standards.

6.2 Where interfacing occurs, equipment shall be mutually compatible in all respects.

6.3 Where an item of equipment, other than as specified or detailed on the Drawings, is approved by Engineer if it requires any re-design of the structure, partitions, foundation piping, wiring or any other part of the mechanical, electrical or architectural layout, all such re-design, and all new drawing required therefore, shall be prepared by the Contractor at his own expense and approval obtained by the Engineer.

6.4 All similar equipment, materials, removable parts of similar equipment etc. shall be inter changeable with one another.

## **7.0 Conformity with Statutory Act, Rules and Standards**

7.1 The installation shall be in conformity with the Bye-laws Regulations and Standards of the local authorities applicable to the installations. But if the specifications and drawings call for a higher standard of materials and/or workmanship than those required by any of the above regulations and those required by any of the above regulations and standards, then the specifications and drawings shall take precedence over the said regulations and standards.

7.2 However, if the drawings or specifications required something which violates the Bye-laws and Regulations, then the Bye-laws and Regulations shall govern the requirement of this installation.

7.2.1. Indian Electricity Act and Rules : all electrical works on connection with installation of the system shall be carried out in accordance with the provision of the Indian Electricity Act, 1910 and the Indian Electricity Rules 1956, both amended upto date.

7.2.2. CPWD specifications : The Electrical installation work shall conform to CPWD General Specifications for Electrical Works Part - I (Internal) 1972 and Part II (external) 1974, both amended upto date.

7.2.3 Indian Standards : The system / components shall conform to relevant Indian Standards wherever they exist and to the National Building Code amended upto date.

7.2.4 Nothing in these specifications shall be construed to relieve the Contractor of his responsibility for the design manufacture and installation of the equipment with all its accessories in accordance with applicable Statutory Regulations and safety codes in force.

## **8.0 Technical Date**

8.1 Deleted

**9.0 Manufacturer's Instruction**

9.1 Where Manufacturer's have furnished specific relating to the Materials and Equipment used covering points not specifically mentioned in these documents, manufacture's instructions shall be followed.

**10. Training and Operating Instructions**

10.1 If required by the Engineer, the Contractor shall at no extra train members of the maintenance staff either at his or the sub-contractor's workshop or at such other place or places as may be considered suitable by the Engineer.

10.2 Upon completion of all works and all tests the Contractor shall furnish the necessary skilled labour and helpers for operating the entire installation for a period of fifteen (15) working days. During this period the contractor shall instruct and train the Engineer's representative in the operations adjustments and maintenance of all equipment installed.

10.3 The Contractor shall submit to the Engineer a draft copy of comprehensive operating instructions and maintenance schedule for al system and equipment including in this Contract. This shall be supplemented not substituted by manufacturer's operating and Engineer four (4) complete bound set of operating and maintenance schedules along with manufacturers printed literature.

**11.0 Inspection and Testing**

11.1 The Engineer reserves the right to request inspection and testing manufacture works at all reasonable times during manufacture of items for this contract.

11.2 The engineer or his authorised representative shall have full power to inspect the materials and workshop at the Contractor's works or at any place from which the materials or equipment is obtained. Acceptance by the Engineer of any materials or equipment shall in no way relieve the contractor of his responsibility for meeting the requirements of the specifications. All incidental expenditure like travelling boarding and lodging etc shall be home by the contractor.

11.3 Routing and typical tests for the various items of equipment shall be performed at the Contractor's works and test certificates furnished.

If require by the Engineer the Contractor shall permit the authorised representative of the Engineer to be present during any of the tests.

11.4 After installation has been virtually completed the Contractor shall carry out under the direction and in the presence or as the representative shall consider necessary to determine whether or not the full intent of the requirements of the drawings and specifications have been fulfilled. In case of work does not meet the full intent of the drawings and specifications and further tests are considered necessary the Contractor shall carry them out and bear the expenses thereof.

11.5 The contractor shall provide necessary instruments such as Theodolite, Dumpy level, steel tapes, weighing machine, plumb hubs, spirit levels, hammers, micrometers, thermometers, hydraulic testing machine, smoke test machine and labour for testing. The contractor shall adequate records of the test procedures and readings, shall repeat any tests requested by the Engineer and shall provide test certificates signed by an properly suthorised person. Such test certificates shall cover all works. All such equipments shall be tested for calibration at any approved laboratory.

11.6 If test fail to demonstrate the satisfaction nature of the installation or any part thereof them no claims for the extra cost of modifications,

replacement or retesting will be considered. The decision of the Engineer shall be regarded as final as to what constitutes a satisfactory test.

- 11.7 The above general requirements as to testing shall be read in conjunction with any particular requirements specified elsewhere.

#### **12.0 Test Certificates**

- 12.1 The Contractor shall submit Test Certificates for all the Materials/Systems. There shall be issued by a Government recognized inspection office certifying that all Equipment, Materials, Construction and function are in agreement with the requirements of these specifications and accepted Standards.

#### **13.0 Performance Guarantee**

- 13.1 It is clearly understood that the specifications, drawings, schedule and quantities for Fire Fighting system are for bidders guidance only. The bidder shall carry out necessary calculations and provide alternative equipment required for human safety. Complete sets of Architectural Drawings are available at site in the Engineer's office and reference may be made to these drawings as required for calculations or for other details. The Contractor shall also guarantee that performance of various equipments, individually shall not be less than the quoted ratings.

#### **14.0 Quiet Operation Vibration**

- 14.1 All equipment shall operate under all conditions of load without any sound or vibration which is objectionable in the opinion of the Engineer. In case machinery, sound or vibration noticeable outside the room in which it is installed or annoyingly noticeable inside its own room shall be considered objectionable. Such conditions shall be the Contractor at his expense.

#### **15. Accessibility**

- 15.1 The Contractor shall locate all equipment which must be services operated or maintained in fully accessible position. The exact location and size of access panels, required for each valve or other devices requiring attendance shall be finalised and communicated well in time of be provided in the normal course of work failing this the Contractor shall make all the necessary repairs and changes at his own expense.

#### **16.0 Electrical Installation**

- 16.1 The electrical installation shall be in total conformity with the control wiring drawings prepared by the Contractor and approved by the Engineer & shall be connected and tested in the presence of an authorised representative of the Contractor and the Engineer.

- 16.2 It is to be clearly understood that the final responsibility for the sufficiency adequacy and conformity to the Contract requirements adequacy and conformity to the contract requirements of the electrical installation work lies sold with he contractor.

#### **17. Completion Certificate**

- 17.1 On completion of the installation a certificate shall be turned to the Engineer by the contractor countersigned by the licensed supervisor under whose direct supervision the installation was carried out. This Certificate shall be if the prescribed from as required by the local authority. On the basis of the certificate the contractor shall arrange for inspection of installation by the concerned local authorities.

- 17.2 The Contractor shall be responsible at his own cost of getting the installation duly approved by the Authorities concerned.

#### **18.0 Completion Drawings**

- 18.1 At the completion of the work in all respects the Contractor at his own submit to the Engineer four (4) sets layout drawings drawn at the approved scale indicating the installation. These drawings shall clearly indicate the complete plant layouts and piping layouts location wiring exact location of all the concealed piping valves controls wiring and other services. The Contractor shall also submit four (4) sets of consolidated control diagrams technical literature on all automatic controls and complete technical literature on all equipment and materials. The Contractor shall frame under glass in the plant room all consolidated control diagram and all piping diagrams. All above mentioned drawings shall also submit in CD's.

## **19.0 Rates**

- 19.1 Quoted Rate includes any materials, equipment appliances and incidental work not specifically as being furnished or installed but which are necessary to make a complete installation.

- 19.2 The Contractor shall check at all stages and supervise at the point of connection the associated civil, electrical and plumbing works like underground and overhead tanks, power supply and installation of makeup water connection, drain connection in the fire fighting tanks and vicinity of plant room etc. In case of any discrepancy all rectifications etc. required as a failure to do so shall be carried by the contractor at his own expenses.

## **20.0 Check List**

- 20.1 The Contractor shall provide the Engineer four copies of comprehensive maintenance check list and shall post a copy of its in the Plant Room. The check list shall be a list of each piece of equipment in this contract and shall provide a space of each of the next fifty two weeks to record the maintenance provided to and status of various equipment. Each month at the time of inspection the Contractor shall certify on the check list that the examined each piece of equipment and that, in his opinion it is operating as intended by the manufacturer and that all necessary intention has been performed.

## **21. Repairs**

All equipment that required shall be immediately services and repaired. During the maintenance period. All parts and labours shall be furnished at no extra cost to the Engineer.

## **22. Control System**

During in the maintenance period. Once each month the Contractor shall check controls in various areas to ensure that these are functioning as designed. The shall apply to all pressure switched and pressure gauges contractor relays controllers switches high and low pressure cutouts etc.

## **23. Reference Points**

- 23.1 Contractors shall provide permanent bench marks flag top and other references points for the proper execution of work ad these shall be preserved till the end of works.

- 23.2 All such reference points he in relation to the levels and locations given in the Architectural and plumbing drawings.

## **24. License and Permits**

- 24.1 Contractor shall hold a valid plumbing electrical HV/AC license required by the Municipal Authority or other competent authority under jurisdiction the work falls.

- 24.2 Before start work the contractor should check and obtain approval all drawings from local municipal authorities and other local bodies. Contractor has to take approvals of entire/part works if required before

start of works. Contractor will be held responsible if any work at site carried out without having approval of Municipal or local bodies.

24.3 Contractor shall keep constant liaison with the competent Municipal or other authority and obtain approvals for all drainage and water supply works carried out by him.

24.4 Contractor shall obtain from the competent Municipal Authority completion certificates with respect to his work as required for occupation of the building.

24.5 Any fees deposited in connection with the work on behalf of the client in statutory bodies, Corporations, Government department etc. shall be paid by the contractor and the same shall be reimbursed on production of original vouchers. Necessary endorsement/application if required shall be strangled from the Employer by the Engineer.

**25. Cutting and Making Good**

25.1 No structural shall be chased or cut without the written permission of the Engineer.

**26.0 List of Approved Make**

1. Steel : ISI Marked with Source Approve b Engineer
2. Bricks : 1st Class Source to be Approve b Engineer
3. Cement : ISI Marked & make approve by engineer

## **APPENDIX TO TENDER**

<b>Important Clause</b>	<b>Volume</b>	<b>Remarks</b>
Amount of Liquidated damages	1	1/2% (1/2%) of contract price pre week of delay.
Period of commencement from Engineer's order to commence	1	3 days from the date of issue of work order
Amount of Liquidated damages	1	1/2% (1/2%) of contract price pre week of delay.
Limit of liquidated damages	1	5% of contract price
Defect Liability Period	1	06 months
Percentage of retention	1	10%
Limit of retention money	1	5% of the contract price.
Programme of work and progress reports	1	Programme updated quarterly, progress reported weekly.
Time of Completion	1	Two calendar months

**MINSITRY OF HEALTH & FAMILY  
WELFARE, NIRMAN BHAWAN,  
NEW DELHI**

**TENDER  
FOR**

**REPAIR Of AIIMS BOUNDARY WALL FOR  
CHANDER SINGH GARHWALI AIIMS AT  
RISHIKESH.**

**VOLUME - II**

**General conditions of contract.**

**JULY 2007**

**HSCC (INDIA) LTD.**

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

TENDER NO. HSCC/400/BU-II/BW/2007

## **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

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 Employer 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 as 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:**

The Contractor may subcontract with the permission of the Engineer but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

#### **8.0 Priority of contract Documents**

The priority of the documents forming the contract shall be as follows:

1. Specification and bill of quantities (Vol - III)
2. Specific Condition of Contract (Vol-I)
3. Tender Drawings
4. General Condition of Contract (Vol-II)
5. C.P. W.D. Specifications
6. Indian standard specifications of B.I.S.

#### **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.

- 11.1 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. Insurance :**

- 12.1 The following insurance cover is to be provide by the Contractor in the joint names of the Employer and the Contractor for the period from the Start Date of the end of the Defects Notice Period or of the last Defects Correction Period whichever is the later:
- (a) Contractor's all Risk policy
- 12.2 Policies and certificates for insurance are to be produced by the Contractor to the Engineer for approval 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.
- 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. Queries about the contract data :**

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

**16. Contractor to construct the works.**

The Contractor is to construct and install the Works in accordance with the Specification and Drawings.

**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. two calendar months from the date of commencement.

**18.0 Approval of contractor's temporary works:**

18.1 The contractor is to submit drawings and specifications showing his proposed Temporary Works to the Engineer, who is to approve them if they comply with the Contract Data.

18.1 The Contractor is responsible for design of Temporary Works.

18.3 The Engineer's approval does not alter the Contractor's responsibility for his design of the Temporary Works.

18.4 The Contractor is to obtain approval of third parties to his design of the Temporary Works where required.

**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. It would be responsibility of contractor to complete the construction of boundary wall after taking possession of site including persuasion with local authorities in case of any local resident problems.

**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 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 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 provide 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 so as to complete the work within a period of 6 (Six) months.
- 25.2 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 any time. 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, 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.

29.2 The Engineer is to record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for action to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting. All the expenditure incurred towards the coordination meetings will be borne by the contractor.

**30.0 Early warning:**

30.1 The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances, which may adversely affect the quality of the work, increase the Contract Price or delay the Intended Completion Date. The Engineer may require the Contractor to provide an estimate of the expected effect the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

30.2 The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

**C. Quality Control**

**31.0 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.

### **32.0 Tests**

If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor is to pay for the test and any sample. If there is no defect the Employer is to pay for the test and sample.

### **33.0 Correction 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 beings at Completion.

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

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. 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 and its quantities are only indicative and the actual quantities will be as per drawing and at site 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 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 However extra may be given proportionately.

**37.0 Variations :**

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

**38. Payments for variations :**

as per Clause 59

**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 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 in the prescribed format as approved by the engineer and also after correction of the bill by the engineer. Final bill will be paid within

a period of 3 months after certification by the engineer on the submitted bill of the contractor after successful handing over of the building in full.

**42.0 Tax :**

Tax shall be deducted as applicable.

**43.0 Cost of Labour**

The contractor has to follow the all labour laws and regulations of the state or central govt. or both as the case may be 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 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 nationalised 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 Securities :**

46.1 The performance security is to be provided to the Employer by the Start Date and are to be issued in a from and by a bank acceptable to the Employer payable.

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

**47. Days works :**

47.1 Attached

**48.0 Cost of repairs :**

Loss or damage to the Works or materials to be incorporated in the Works between that 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**

**49.0 Completion :**

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

**50.0 DELETED**

**51.0 Final account :**

51.1 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 30 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.

## **52.0 Operating and maintenance manuals :**

Contractor has to submit the operation and maintenance manuals, warrantee of the items which are purchased for the works and with which it is supplied by the manufacturer.

## **53. Remedies and Powers due to Default of Contractor**

53.1 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 eighth (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 work 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 clauses 54.1 shall for the avoidance of doubt be 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 b 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.

### 53.2 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.

### 53.3 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.

### 54.0 Property:

54.1 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.

### 55.0 Frustration:

55.1 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.

### 56. Progress :

Contractor has to achieve the progress as per agree schedule. If due to reason not attributed to the employer there is any delay in the progress and it is no improved within 7 days of notice by the engineer, Engineer will arrange any other agency to carry out the works at the risk and cost of the contractor.

**57. Test Laboratory- Deleted**

58. Contractor has to follow the CPWD norms and latest IS standards to carry out the works at site.

**59. Extra Items:**

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. In case 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.

**60. DEFECTS LIABILITY**

In these condition the expression "Defects Liability period" shall mean the defect Liability period named in Appendix to tender, calculated from :

- (a) The date of completion of the works certified by engineer in accordance with Clause 50,51 & 52.
- (b) in the event of more than one certificate having been issued by the Engineer under Clause 50, 51, 52, the respective dates so certified.

**61. SETTLEMENT OF DISPUTES**

**Engineer's Decision**

If a dispute of any kind whatsoever arise between the Employer and the Contract in connection with, or arising out of the Contract or the execution of the Works, whether during the execution of the works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction determination, certificate or valuation of the engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. Not later than the eighty-fourth day after the day on which he received such reference the Engineer shall give notice of his decision to

the Employer and the Contractor. Such decision shall state that it is made pursuant to this Clause.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence and the Contractor and the Employer shall give effect forth with to every such decision of the Engineer unless and until the same shall be revised as hereinafter provided in an amicable settlement or an arbitral award.

If either the Employer or the Contractor be dissatisfied with any decision of the Engineer or if the Engineer fails to give notice of his decision on or before the eighty fourth day after the day on which he received the reference then either the Employer or the Contractor may on or before the seventieth day after the day on which he received notice of such decision or on or before the seventieth day after the day on which the said period of 84 days expired as the case may be give notice to the other party, with a copy for information to the Engineer of his intention to commence arbitration as hereinafter provided as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration as hereinafter provide as to such dispute an subject to Sub-Clause 67.4. no. arbitration in respect thereof may be commenced unless such notice is given.

If the Engineer has given notice of his decision as to a matter in dispute to the Employer and the Contractor and no notice of intention to commence arbitration as to such dispute has been given by either the Employer or the Contractor on or before the seventieth day after the day on which the parties received notice as to such decision from the Engineer the said decision shall become final and binding upon the Employer and the Contractor.

## AGREEMENT

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_ 2007 between 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, viz REPAIR OF Chander singh Garhwali AIIMS BOUNDARY WALL at Rishikesh" 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 Specification
  - (e) The Drawings
  - (f) The Priced Bill of Quantities
  - (g) 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 hereinafter 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 for & on behalf of HSCC India Ltd. \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

in the presence of

Witness (1) :

Witness (2) :

**PROJECT: Repair for AIIMS Boundary wall at RISHIKESH****Bill of Quantities****CIVIL WORKS AND SERVICES**

Item No	Description Of Item	Qty.	Unit	Rate in figure	Rate in words
1	2	3	4	6	7
1.00	Earth work in excavation over areas (exceeding 30 cm in depth, 1.5m in width as well as 10 Sq.m. on plan) including disposal of excavated earth lead upto 50m and lift upto 1.5m, disposed earth to be levelled and neatly dressed.				
a)	All kinds of soil	300.00	CUM		
2.00	Filling available excavated earth (excluding rock ) in trenches, plinth, sides of foundations etc., in layers not exceeding 20 cm in depth : consolidating each deposited layer by ramming and watering lead upto 50 m and lift upto 1.5m.				
		250.00	CUM		
3.00	Excavating trenches of required width for pipes, cables, etc. including excavation for sockets, and dressing of sides, ramming of bottoms, depth upto 1.5m including getting out the excavated soil, and then returning the soil as required, in layers not exceeding 20cm. in depth including consolidating each deposited layer by ramming, watering etc. and disposing of surplus excavated soil as directed, within a lead of 50m				
a)	All kind of soil.				
i)	Pipes, cables, etc. exceeding 80mm dia but not exceeding 300mm dia.	20.00	Metre		
4.00	Providing and laying cement concrete of specified grade excluding the cost of centering and shuttering - All work upto plinth level.				
a)	1:5:10 (1 cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size).	10.00	CUM		
5.00	Brick work with bricks of class designation 75 in Cement mortar 1:6 (1cement : 6 coarse sand)				
a)	In foundation and plinth	130.00	CUM		
7.00	15 mm cement plaster on the rough side of single or half brick wall of mix:				
a)	1:4 (1 cement: 4 medium sand)	800.00	SQM		
8.00	Finishing Walls with Premium Acrylic Smooth Exterior paint with Silicone additives "Snowcrl-XT" or equivalent of required shade.				

Item No	Description Of Item	Qty.	Unit	Rate in figure	Rate in words
1	2	3	4	6	7
a)	New Work (Two or more coats applied @1.43ltr/10 sqm over and including base coat of water proofing cement paint Snowcem Plus or equivalent applied @2.20 kg/10sqm)	800.00	SQM		
9.00	Providing and laying cement concrete 1:5:10 (1 cement : 5 fine sand : 10 graded stone aggregate 40 mm nominal size) alround S.W./RCC pipes including bed concrete as per standard design:				
a)	250 mm diameter	25.00	Metre		
10.00	Providing and laying non-pressure NP2 class (light duty) S & S R.C.C. pipes jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete.				
a)	250 mm dia R.C.C pipe	25.00	Metre		
11.00	Constructing brick masonry open surface drain with bricks of class designation 75 in cement mortar 1:4 (1 cement : 4 fine sand) including earth excavation, 10cm thick bed concrete 1:5:10 (1 cement : 5 fine sand : 10 graded stone aggregate 40mm nominal size) and 25mm thick cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 12.5mm nominal size) for filling haunches including 12mm plaster 1:4 (1 cement : 4 coarse sand) with a floating coat of neat cement inside the drain, its top and exposed side including disposal of surplus earth complete as per standard design :	800.00	Metre		

**TOTAL**

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**Amount**

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**8**

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**Amount**

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**8**

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