

TENDER FOR

Appointment of consultants for Preparation of estimates, Bill of quantities (BOQ) and Market rate analysis for Construction projects under HSCC (I) Ltd.

February 2008

Conditions of contract

Volume-I

Client/Consultant: HSCC (I) Ltd. E-6(A), Sector-1, NOIDA, U.P.-201301

(A Govt. of India Enterprise)

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HSCC (India) Ltd., plot no. – E-6(A), Sector-1, Noida-201301 (U.P)
Tender Notice
<p>Tender document in sealed envelope are invited from reputed consultants for preparation of estimates and Bill of quantities & market rate analysis for construction projects under HSCC (India) Ltd for Civil, PHE, Fire fighting, electrical, HVAC & related internal and external services works. The estimated building areas may vary from 1000 Sqm to 50000 Sqm (approx) for single storied to multistoried buildings. Completion period: one week to Three months. Minimum Prequalification Criteria:- As mentioned in Tender document and also available on our website. Interested agencies may obtain the tender documents on written request on any working day upto 3rd March, 2008 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 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 4th March, 2008 upto 16 :30 hrs.</p> <p style="text-align: right;">Deputy Manager (C)</p>

Subject: Appointment/Empanelment of consultants for Preparation of estimates and bill of quantities for Construction projects under HSCC (I) Ltd.

Offers are hereby invited by HSCC (as per Pre Qualifying Criteria) for appointment/ Empanelment of Consultants. The agency shall carry out the preparation of estimates, BOQ & market rate analysis for Civil, PHE, Fire fighting, electrical, HVAC & related internal and external services works etc as mentioned in Scope of Work for the above project as per enclosed scope of work, general terms and conditions, time period and mode of payments etc.

The offer shall be submitted in sealed covers marked “Tender for Appointment/ Empanelment of Consultant for Preparation of estimates and bill of quantities for HSCC (I) Limited (A Govt. of India Enterprise)

Completion period: One week to three months depending upon the size of work. The offer will be valid for a period of one year

Estimated Cost: 03 Lakhs

ENVELOPE MARKED NO.1

Shall contain cost of tender of Rs.1000/- (non-refundable) if tender document download from HSCC website and an Earnest money of Rs. 6000/- (refundable) in the form of either demand draft or pay order in favour of HSCC (India) Ltd, payable at New Delhi.

ENVELOPE MARKED NO. 2

Shall contain all this documents issued Volume-I (Conditions of Contract)(excluding price bid) with the tender duly filled, signed and stamped.

ENVELOPE MARKED NO. 3

Shall contain only price bid i.e Volume-II with the tender duly filled, signed and stamped.

The last date of submission of tender is 4th March, 2008 up to 16:30 Hrs. The tenders shall be opened in the presence of the representatives of the bidders on intimated dates. Who wish to be present at HSCC (I) Ltd. at the following address:

The Chief General Manager (PG-II)
HSCC (India) Ltd.
E - 6(A), Sector -1, NOIDA, Uttar Pradesh.
Pin- 201301.

Offers not complete in all respects and/or received without the cost of tender, earnest money, and conditional or not in accordance with our terms and conditions, will be summarily rejected. The decision of HSCC shall be final and binding in this regard. HSCC reserves the right to accept or reject any or all quotations without assigning any reason thereof and also take no responsibility for delay, loss or non-receipt of quotations sent by post either way.

Kindly note that offers shall be valid for one year from date of submission of your bid.

Thanking you.

Yours faithfully,

(Gyanesh Pandey)
Chief General Manager (PG-II)

PRE QUALIFYING CRITERIA

Following is the pre qualification criteria for the tenderers:

Consultants/ agencies working for CPWD, Railways, MES, P & T Deptt., State PWD's, Semi govt./PSU's Organizations and Institutes or in reputed private Sector Firms who satisfy following criteria may participate :

1. Average Annual financial turnover during the last three years, ending 31st March of the previous financial year, should be at least 30% of estimated cost
2. Experience of having successfully completed 'similar works' during last seven years ending last day of month previous to the one in which applications are invited should be either of the following;
 - a) Three similar completed works consisting not less than the amount equal to 40% of estimated cost
or
 - b) Two similar completed works consisting not less than the amount equal to 50% of estimated cost.
or
 - c) One similar completed works consisting not less than the amount equal to 80% of estimated cost.
- 'Similar works' here mean works mentioned in "Scope of Work at Annexure-I".
- Turnover/Balance sheet details for the last 3 years are to be submitted.
3. The agency should have been in existence for at least 3 years carrying out this nature of work.
4. All related drawings will be made available by HSCC (I) Ltd.

All tenderers should submit the compliance with regard to above points.

The estimated cost of the work is Rs.300000 (Three lakhs)

ANNEXURE-1: SCOPE OF WORK

General Scope of Work

Preparation of estimates, Bill of quantities (BOQ) & market rate analysis for construction projects **under HSCC (India) Ltd for Civil, PHE, Fire fighting, electrical, Substation, BMS, HVAC & related internal and external services works etc. The estimated building areas may vary from 1000 Sqm to 50000 Sqm (approx) for single storied to multistoried buildings.**

The scope of work under this contract includes:

- (1) Study of tender drawings prepared by HSCC/ consultant and its coordination among architectural/structural/electrical/PHE/Fire fighting/HVAC/BMS etc.
- (2) Study of detailed specification for various item of work and provisions towards different packages of contract.
- (3) Co-ordination among drawings/DPR and submission of report compliance of same.
- (4) Preparation of detailed Bill of quantities, estimates and market rate analysis take off sheets for :-
 - i) CIVIL
 - ii) Electrical
 - iii) HVAC
 - iv) Fire fighting
 - v) PHE
 - vi) BMS etc.

The above Bill of quantities, take off sheets estimates and market rate analysis etc to be prepared on approved format building wise or as directed by HSCC engineer.

- (5) Submission of detailed standard measurement including Bill of quantities, estimates and market rate analysis etc in soft as well as hard copy in three sets or as and when required extra copies. Soft copy shall be on MS excel format.
- (6) Collection of basic current market rate and computation of estimated rate for individual item of work. All the rate must be supported with standard principle analysis of rate.
- (7) Preparation & submission of estimates based on DSR 2007 updated to cost index of place and to as on date i.e 28/02/2008
- (8) *Relevant codes (latest), standards & the prevailing good engg. practices shall be followed in carrying out the above work. Details/References (of same) shall be furnished so as to facilitate the checking of calculations etc.*

Payment Terms: This 'consultancy fee' (as per order value) shall be payable as per milestones listed below.

S.No	Stage of work	% of Quoted Price as above payable at respective stage of work
1.	i) Reporting towards coordination among various drawings/documents etc. ii) Submission of Draft BOQ with broad/detailed sub heads of various item of work	10%
2.	Submission of BOQ along with detail measurements & quantity and its approval from HSCC.	25%
3.	Submission of market rate analysis with supporting documents, estimates for all the items and Technical specifications for non-schedule items	25%
4.	Acceptance of BOQ , Estimates & Market rates by HSCC	20%
5.	21 days after release of NIT/ prebid meeting whichever is earlier	20%
6.	Total	100%

- The consultant shall submit running bills (each running bill to be raised after completing at least one or more of above milestones) & one final bill.

2. Invoices:

For all Stages the consultant shall raise three sets of invoices:

- Only after completion of the respective stages as listed in the table above.
- Billing break-up as above shall be strictly followed.
- No further splits of the prices shall be considered for billing purposes.
- Bill format to be submitted by Consultant for approval by HSCC and further the bill to be submitted in the same format

3. Security deposit

A Security deposit of 10% of running bills subject to a maximum of 5% of total order value will be retained. This shall be payable after 06 month from the date of successful commissioning of the project.

ANNEXURE-II: TIME SCHEDULE & LIQUIDATED DAMAGES

1. **The agency shall submit first lot of BOQ/Market rates/estimates (50%) within 10 days or as per the time schedule mentioned in the award letter from the award of work and further all detailed BOQ/Market rates/estimates (100%) within week's time after approval accorded by HSCC, so that work can be started at site.**

2. **LD for delay in completion:**
 - LD shall be levied upon the consultant in case of delay in fulfilling the obligations under this agreement for causes solely attributable to the agency at 1% (one percent only) of the contract fee per week of delay subject to a maximum of 5% of the total contract fee.
 - For computing the LD amount, the period of delay on the part of the consultant shall be worked out by HSCC going strictly by the time schedule mentioned in this order. The agency shall be liable to pay this compensation to HSCC.
 - However, no LD shall be levied in case the delay is on account of release of design/drawings input to the consultant from HSCC side. In such cases the time schedule shall be reworked & a suitable extension of in time granted for work completion. **NO EXTRA PRICE SHALL BE PAYABLE BY HSCC TO THE CONSULTANT FOR THE DELAYED PERIOD.**

ANNEXURE- III: GENERAL CONDITIONS OF CONTRACT

Preamble

HSCC is a turnkey consultant in the field of Medical Facilities. Due to capacity and time restraints, detailing of estimates , BOQ & market rate analysis work is often sublet to detailer agency as and when required. The General conditions of Contract are as under:-

1. Delay And Extension:

If the work is delayed by force majeure or any other cause which in the absolute discretion of the employer is beyond the agency's control, they shall immediately upon the happening of such event contributing to delays give notice thereof in writing to the employer but shall nevertheless use constantly their best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of HSCC to proceed with the work.

Request for extension of time shall be made by the agency in writing within 7 days of the happening of the event causing delay. The agency shall also indicate with any such request, the period for which extension is required. In any such case HSCC may give a fair and reasonable extension of time for completion of individual items of groups and items of work for which separate period of completion are specified in the contract as a whole, but it shall be the sole discretion of the employer to grant or refuse such extension.

The decision of HSCC in regard to the extension will be communicated to the agency in writing within a reasonable time but no compensation or any extra amount shall be paid for such extensions granted by HSCC.

RISK PREJUDICE CLAUSES

2. Arbitration:

If at any time any doubt, question, dispute or difference whatsoever, shall arise between the agency and HSCC upon or in relating to or in connection with this contract, either of the parties may give the other notice in writing of the existence of such doubt, question, dispute or difference and the same shall be referred to the Chairman- cum-Managing Director, HSCC or his nominee as Sole Arbitrator in accordance with the latest Indian Arbitration Act, later amendments, if, any. The decision of the sole arbitrator thereon shall be final, conclusive and binding upon the parties to dispute.

The party invoking arbitration shall specify the dispute or disputes to be referred to the arbitration under the clause together with the amount or amounts claimed in respect of each of dispute.

3. Jurisdiction Of Court:

All disputes arising out of the contract shall have the jurisdiction of courts of the Union Territory of Delhi only.

4. Termination Of Contract :

HSCC reserves the right to terminate, or postpone the work for good and sufficient cause and shall give 30 days prior notice in writing to the agency (HSCC being sole judge for the same). The agency shall be paid for the useful work done up to the date of termination. HSCC shall determine the credit to be given to the agency for the value of the work executed by the agency. The agency shall give HSCC all the data, compiled report, detailed BOQ, Estimates and Market rate analysis including all relevant documents etc. prepared by them till the date of termination before the final dues are paid to the agency. Even after the termination of agreement, the agency shall continue to cooperate with HSCC to such a reasonable extent as may be necessary to clarify or explain any reports or recommendations in documents or detailing made by them.

5. Breach Of Trust:

Unless otherwise directed by HSCC specifically, the agency shall not contact directly or indirectly the client or any other authorities connected with the project. Non compliance of this clause shall be treated as breach of trust resulting in the termination of contract between HSCC and the agency forthwith without any prior notice to him. In such event, no job will be entrusted to him in future by HSCC.

6. Discussions With HSCC And Approvals:

- **AVAILABILITY:** The agency shall make themselves available at reasonable notice to be present for discussion with HSCC. The agency shall also provide assistance, advice and information to HSCC as may be required from time to time for discussions with other agencies or HSCC officials connected with the work without any extra claim. The agency shall provide its assistance while checking the BOQ and Modification.
- **WEEKLY MEETINGS:** The consultants appointed for the works with his associates will regularly attend the HSCC office for weekly meetings on the date specified by HSCC till the completion of job or as and when required by HSCC in which the progress made in the works will be discussed and clarifications required if any will be given. All cost incidentals to such interaction for meetings shall be to the detailer's account and no claim shall be entertained by HSCC on this account.
- **APPROVAL OF WORK:** The agency shall get approved the work done by him at every stage throughout the period from HSCC. However, such approval by HSCC shall not be deemed to absolve the agency of the total responsibility of the correctness and soundness of the work and other obligations under this contract.

7. Guarantee And Liability Of The Agency:

- **LIABILITY:** The Agency shall be liable for all consequence of errors and omissions arising from errors solely attributable to agency or on the part of their employees to the extent and with the limitation specified by HSCC.
- **ASSOCIATED NECESSARY WORK:** Any other items of work not mentioned specifically in the scope of work but required/felt necessary for the completion of the project as a whole in all respects shall be deemed to be included in the scope as well as in the fee quoted by the detailer and no extra claim shall be admissible on this account.

8. Ownership Of Documents & Copy Rights:

- The copy right of estimates, BOQ & market rate analysis, reports, calculations, etc. and other similar documents provided by the agency in connection with project / work shall remain vested in HSCC.
- The agency shall not publish without the written consent of employer or use for purpose other than those for this work, the articles, designs, estimates, BOQ & market rate analysis , photographs or illustrations, related to this work / project.

9. Changes or Alteration of estimates/ BOQ/market analysis/scheme Etc.

Changes or alterations as desired by HSCC due to site considerations or otherwise as required during the pendency of the contract will be done by the agency under their scope of work within the Lump Sum fee already quoted and agreed upon.

10. Correctness And Accuracy Of Data :

The agency shall be full responsible for the correctness and accuracy of the data, regarding planning, preparation of estimates, BOQ & market rate analysis towards designs, drawings, specifications before final preparation of bills of quantities and documents furnished by them. If any inadequacy is observed in the work performed by them, they shall at their own initiative and at no extra cost to HSCC take all steps necessary to remedy/rectify the said defects or inadequacies. The Detailer shall incorporate all the modification or changes as desired by the HSCC in the BOQ etc. at no extra cost to HSCC.

11. Performance Guarantee:

The agency shall fully stand guarantee and indemnity the HSCC for detailing done by them as also performance and detailing etc. of the works.

12. Code Of Practice:

The report for all works shall conform to local building bye-laws and other state regulation as well as to relevant latest Indian Standard Specifications and/or Standard Code of Practice. Where Indian Standards are not available, equivalent International Standards and/or generally accepted sound engineering practices shall be followed. Deviation from BIS recommendations and adoption of other

code of practice will require prior approval of HSCC in writing. All reports, computations shall be submitted in English language and in metric/SI units.

13. Specific Conditions:

- 1) Agency quoting for the above work shall have in-house professionals for all disciplines or alliance/JV with any other firm.
- 2) Agency quoting for the above should have his office with sufficient professional staff who can take up the work efficiently.
- 3) All related drawings shall be provided by HSCC for preparation of BOQ and any further detailing required for the same.
- 4) Consultant shall make visits to site as and when required by HSCC subject to minimum 5 visits. The expenditure against this shall be included in consultancy fees quoted by consultant.
- 5) Consultant shall submit 3 copy of detailed BOQ, estimates, market rate analysis and analysis done for each items of BOQ including soft copy and in CD's.
- 6) The drawings as already prepared by HSCC which is readily available for reference. These quantities of items should be kept in mind while detailing the buildings. The consultant shall from time to time cross check to examine that the actual quantities computed from the drgs do not exceed the BOQ quantities by more than 5%, particularly for various important items (value-wise) of work.
- 7) The detail of each item of work must be computed on MS excel and same must be enclosed along with soft copy for scrutiny.
- 8) The quantity of each item of work in BOQ computed must not vary beyond 5%.
- 9) On the event of variation in quantity beyond 10% on scrutiny at draft stage the fee payable shall be reduced 10% of fee payable on subject to minimum of Rs. 10,000/- towards major rectification work.

- 10) The final BOQ shall be arranged and submitted only after obtaining approval from HSCC on submission of detailed measurements, analysis of rates and market rate analysis.
- 11) The work shall initially awarded to L1 bidder for the first project however for other project, L2, L3 & L4 & so on bidders may be considered to carry out the works based on mutual consent with HSCC based on same contract rates agreed by L1 bidder but in any case preference shall be given first to L1 bidder based on first project. If L1 bidder does not agree to work, L2, L3 & L4 onwards bidders may be asked to carry out the works other than above project .**
- 12) The building area, type & stories may vary up to any extent for the works, depending upon the capacity of consultant up to any extent on mutual consent basis on the same rates terms & conditions as agreed by L1 bidder for this project.
- 13) Any clarifications regarding preparation of estimate, BOQ, market rate analysis & detailing etc. at any point of time required by the site will have to be available within 24 hours of query asked by HSCC.
- 14) A contact person to be made available/assigned for 24 hours to respond for any query. Detail of contact person to be given as under :
1. Name of person:.....
 2. Designation:.....
 3. Contact no., Mobile no....., Tel. no.....
- 15) Any delay due to non response on the said works will have to be compensated on your risk and cost

Name of work : Appointment of consultants for Preparation of estimates, Bill of quantities & Market rate analysis for Construction projects under HSCC (I) Ltd.

Bill of Quantity (VOLUME-II)

Price Bid

Price: 'consultancy fee' per sqm shall be as follows:

Item no.	Area in Square meter	Quoted rates in Figures (In Rs.)				Quoted rates in words (In Rs.)			
		Civil works & road works etc.	Internal & external plumbing & fire fighting work, STP, WTP, Pump house, solar hot water system, Hydrometric system etc.	Internal & external Electrical works for substation & BMS etc.	HVAC works	Civil works & road works etc.	Internal & external plumbing & fire fighting work, STP, WTP, Pump house, solar hot water system, Hydrometric system etc.	Internal & external Electrical works for substation & BMS etc.	HVAC works
1	upto 2000 Sqm								
2	from 2001 Sqm to 5000 Sqm								
3	from 5001Sqm to 10000 Sqm								
4	from 10001Sqm to 20000 Sqm								
5	from 20001 to 30000 Sqm								
6	from 30001 to 40000 Sqm								
7	from 40001 to 50000 Sqm								
Sub Total (In F									
Grand Total (