

HSCC (India) Ltd., plot no. – E-6(A), Sector-1, Noida-201301 (U.P)

Tender Notice

Tenders in sealed envelope are invited from reputed agencies for following works **at Dental education and research center – AIIMS campus, New Delhi.** **Package 1 :- Providing Extended HT Panel board work as per NDMC requirement in substation** **Package 2 :- Providing Telephone Exchange system and PA system for Dental education and research center - AIIMS, New Delhi.** **Package 3 :- Finishing work in operation theatres and external road work.** Interested agencies registered under PF, ESI, service tax etc. having sound back ground of executing such works in Govt/PSU's/Autonomous bodies/reputed Private institutions may obtain the tender documents on any working day **mentioning the package** up to 21st May, 2007 till 14:00 hrs against a non- refundable fee of Rs. 1000/- (for each package) 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 HSCC website www.hsccltd.com. and submitted along with the demand draft of Rs.1000/- (for each package) in favour of HSCC (India) Ltd, Noida. **Complete documents in sealed envelope is due for submission at above address not later than 21st May, 2007 till 16 :00 hrs.**

Asstt. Manager (C)

ALL INDIA INSTITUTE OF MEDICAL SCIENCES,
NEW DELHI

TENDER FOR

Package I :-

**PROVIDING EXTENDED HT PANEL WORK AS PER NDMC
REQUIREMENT FOR DENTAL EDUCATION AND RESEARCH CENTER AT
AIIMS, New Delhi**

Package II :-

**PROVIDING TELEPHONE EXCHANGE AND PA SYSTEM FOR DENTAL
EDUCATION AND RESEARCH CENTER AT AIIMS, New Delhi**

Package III :-

**FINISHING OF OPERATION THREATER AND ROAD WORK FOR CENTRE
FOR DENTAL EDUCATION AND RESEARCH AT AIIMS, New Delhi**

Volume-I
GCC & SCC

MAY 2007

HSCC (INDIA) LTD.
(CONSULTANTS & ENGINEERS FOR MEGA HOSPITALS & LABORATORIES)
E-6(A), sector-1, NOIDA(U.P) 201301 (India)

Phone : 0120-2542436-40

Fax : 0120-2542447

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES,
NEW DELHI**

TENDER FOR

Package I

**PROVIDING EXTENDED HT PANEL WORK AS PER NDMC
REQUIREMENT FOR DENTAL EDUCATION AND
RESEARCH CENTER AT AIIMS, New Delhi**

Volume-II

BILL OF QUANTITIES & SPECIFICATION

MAY 2007

**HSCC (INDIA) LTD.
(CONSULTANTS & ENGINEERS FOR MEGA HOSPITALS & LABORATORIES)
E-6(A), sector-1, NOIDA(U.P) 201301 (India)**

Phone : 0120-2542436-40

Fax : 0120-2542447

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES,
NEW DELHI**

TENDER FOR

Package II

**PROVIDING TELEPHONE EXCHANGE AND PA SYSTEM
FOR DENTAL EDUCATION AND RESEARCH CENTER AT
AIIMS, New Delhi**

Volume-II

BILL OF QUANTITIES & SPECIFICATION

MAY 2007

**HSCC (INDIA) LTD.
(CONSULTANTS & ENGINEERS FOR MEGA HOSPITALS & LABORATORIES)
E-6(A), sector-1, NOIDA(U.P) 201301 (India)**

Phone : 0120-2542436-40

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**ALL INDIA INSTITUTE OF MEDICAL SCIENCES,
NEW DELHI**

TENDER FOR

Package III

**FINISHING OF OPERATION THEATER AND ROAD WORK
FOR CENTRE FOR DENTAL EDUCATION AND RESEARCH
AT AIIMS, New Delhi**

Volume-II

BILL OF QUANTITIES & SPECIFICATION

MAY 2007

**HSCC (INDIA) LTD.
(CONSULTANTS & ENGINEERS FOR MEGA HOSPITALS & LABORATORIES)
E-6(A), sector-1, NOIDA(U.P) 201301 (India)**

Phone : 0120-2542436-40

Fax : 0120-2542447

SECTION I : INSTRUCTIONS TO BIDDERS

A. General

1.0 Scope of work :

Package 1 :- Providing Extended HT Panel board work as per NDMC requirement in substation.

Package 2 :- Providing Telephone Exchange system and PA system for DERC building - AIIMS, New Delhi.

Package 3 :- Finishing work in operation theatres and external road work.

1.2 The successful bidder will be expected to complete the works for respective packages as follows from the date of commencement of work.

Package 1 :- 3 months.

Package 2 :- 1.5 month.

Package 3 :- Road work - 1 month, OT work – 2 months

2.0 The Employer :

AIIMS, N.Delhi represented by their consultant M/s HSCC (India) Limited (HSCC), A Government of India Enterprise, having its registered office at 105, Plot No.5,Gupta Arcade, D.D.A. Local Shopping Complex, Mayur Vihar, Phase-I, Extension, Delhi-110091 and Corporate office at plot No. 6(A), Block-E, Sector -1, Noida, Distt. Gautam Budh Nagar (UP) will enter into the agreement with the successful agency for & on behalf of Employer.

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

3.0 Deleted

4.0 Cost of bidding :

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

5.0 Site visit :

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

B. Bidding Documents

6.0 Content of bidding documents :

The set of bidding documents comprises the documents listed below :

Conditions of contract, Technical specifications & Bill of Quantities

7.0 Deleted

8.0 Amendment of bidding Documents :

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

8.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in

writing or by cable to all purchasers of the bidding documents.

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

C. Preparation of Bids

9.0 Language of bid :

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

10.0 Documents comprising the bid :

The bid submitted by the bidder shall comprise the following :

- (a) Bid Security
- (b) Conditions of Contract (Vol I)
- (c) Bill of Quantities & Specifications (Vol II)

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

11.0 Bid prices :

- 11.1 The bidder shall fill the rates against each item of BOQ both in words and figures.
- 11.2.1 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause shall be included in the rates, prices, and total amount of bid submitted by the bidder. The evaluation and comparison of bids by the Employer shall be made accordingly.
- 11.3 The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

12.0 Currencies of bid and payment :

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

13.0 Bid validity :

- 13.1 Bids shall remain valid for a period of 120 days including one month claim period after the deadline for bid submission specified in Clause 16.
- 13.2 In exceptional circumstances, the bidders may be requested to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for the period of the extension, and in compliance with Clause 14 in all respects.

14.0 Bid security :

- 14.1 The bidder shall furnish, as part of his bid, a security amount package wise shall be as follows-
- Package 1 :- Rs.30,000/-**
 - Package 2 :- Rs. 22,000/-.**
 - Package 3 :- Rs. 40,000/-**

14.2 The bid security shall be in the form of a Pay order/ Demand Draft from a Nationalised/Scheduled bank in favour of HSCC (I) Ltd., payable at Delhi/Noida.

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

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

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

14.6 The bid security will be forfeited :

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

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

15.0 Sealing, marking and submission of bid :

15.1 The bid shall be submitted in accordance with the procedure detailed herein. Documents shall be enclosed in separate envelopes of appropriate size each of which shall be sealed.

- (i) Envelope No. 1 shall contain the bid security as indicated in clause 14 of these instructions to bidders.
- (ii) Envelope No. 2 shall contain the covering letter and original bid document consist of Conditions of Contract (Vol I), duly signed and stamped and the other bid documents as indicated at Clause 3.1 and also the Priced Bill of Quantities duly filled in, signed and stamped.
- (iii) Envelope No. 3 shall contain only the bill of quantities and specification(Vol II)and rates/prices duly filled in and signed and stamped without any conditions whatsoever. Bids containing any conditions in Envelope no. 3 are liable to be summarily rejected. Any variation between the rates mentioned in figures and words the rates in words shall prevail.

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

Please note that the price should not be indicated in any of the documents enclosed in envelope 1 & 2

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

15.2 The bidder shall seal the bid.

15.3 All the three envelopes shall be sealed and enclosed in an envelope and addressed to the Chief General Manager (PG-II), HSCC (India) Ltd, Plot No. 6(A), Block-E, Sector 1, Noida, Distt. Gautam Budh Nagar, Uttar Pradesh, Pin – 201 301.

15.4 All the above envelope shall bear the following identification.

Name of work :-

Package 1 :- **Providing Extended HT Panel board work as per NDMC requirement in substation.**

Package 2 :- **Providing Telephone Exchange system and PA system for DERC building - AIIMS, New Delhi.**

Package 3 :- **Finishing work in operation theatres and external road work.**

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 at the address specified above not later than 16.00 hrs. of the designated date.

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

17.0 Late bids :

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

18.0 Modification and withdrawal of bids :

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

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

18.3 No bid may be modified after the deadline for submission of bids.

18.4 Withdrawal of bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in the Form of Bid may result in the forfeiture of the bid security pursuant to Clause 14.

D. Tender Opening and Evaluation

19.0 Bid opening :

19.1 Bids shall be opened in the office of H SCC (India) Ltd, Plot No. 6(A), Block-E, Sector 1, Noida, Distt. Gautam Budh Nagar, Uttar Pradesh, Pin - 201301, half an hour after the prescribed time for tender submission in presence of the bidders representatives who may wish to be present.

Envelope No.1: Shall be opened first. If the bid Security is not found as prescribed the bid shall be summarily rejected.

Envelope No.2: Shall then be opened. Bids of parties who do not accept the conditions laid down in the bid documents may be rejected.

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

- 19.2 The Engineer will examine the bids to determine whether they are complete, whether the requisite bid securities have been furnished, whether the bids have been properly signed and whether the bids are generally in order.
- 19.3 Telegraphic/ fax offer will be treated as defective/ invalid and rejected. Only detailed complete bids received prior to the closing time and date will be taken as valid.
- 19.4 The bidders names, general technical details, the presence of the requisite bid security and such other details as the Engineer, at his discretion may consider appropriate will be announced at the bid opening.
- 19.5 Deleted.
- 19.6 The bid of any bidder who has not complied with any of the instructions contained herein may not be considered.

20.0 Process to be confidential :

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

21.1 Clarification of bids :

- 21.1 To assist in the examination, evaluation, and comparison of bids, the Engineer may, at his discretion, ask any bidder for clarification of his bid, including break down of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors
- 22.2 A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Engineer's right or the bidder's obligations under the contract or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 22.3 If a bid is not substantially responsive, it will be rejected by the Engineer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

23.0 Correction of errors :

- 23.1 Bids determined to be substantially responsive will be checked by the Engineer for any arithmetic errors. Errors will be corrected by the Engineer as follows :
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) If the bidder does not accept the corrected amount of bid, his bid will be rejected, and the bid security may be forfeited in accordance with Sub-Clause 14. 6(b).

24.0 Currency for bid evaluation :

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

25.0 Evaluation and comparison of bids :

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

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

E. Award of Contract

26.0 Award Criteria :

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

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

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

28.0 Notification of award :

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

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

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

29.0 Performance Security :

29.1 Within 7 days of receipt of the notification of award from the Engineer on behalf of the Employer, the successful bidder shall furnish to the Employer a performance security in the form of a bank guarantee for an amount equivalent to 5% of the Contract Price.

29.2 Failure of the successful bidder to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the bid security.

30.0 Samples may be required and approval to be taken from client prior to execution of any item which may differ from BOQ items.

Section 2. Conditions of Contract

A. General 1.0 Definitions :

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

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

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

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

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

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

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

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

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

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

Days are calendar days; months are calendar months.

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

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

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

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

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

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

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

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

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

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

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

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

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

2.0 Interpretation :

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

3.0 Language and law :

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

4.0 Engineer's decisions :

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

5.0 Delegation :

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

6.0 Communications :

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

7.0 Sub-Contracting : Deleted

8.0 Other Contractors :

Deleted.

9.0 Personnel :

Deleted

10.0 Removal of personnel

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

11.0 Contractor's risks :

11.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

Excepted Risks are :

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

12.0 Deleted

13.0 Indemnities :

- 13.1 The Contractor is liable for and indemnifies the Employer against losses, expenses and claims for loss or damage to physical property, personal injury, and death caused by his own acts or omissions.
- 13.2 The Contractor indemnifies the Employer against claims for damage caused by the movement of his Equipment or Temporary Works outside the Site.

14.0 Site Investigation report :

Deleted

15.0 Queries about the contract data :

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

16.0 Contractor to execute the works :

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

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

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

18.0 Approval of contractor's temporary works : deleted

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 :

Being other works in progress it may not be possible to give possession of entire area at a time. The agency is however free to access the work place for working in that area with prior permission of engineer.

22.0 Access to the site :

Engineer is free to Access any work place within or out side the work place wherever the work is being carried out under the contract and the agency has to facilitate the visit of engineer.

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

B. Time Control

25.0 Program :

25.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for his approval a program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Contractor is to submit to the Engineer an updated program as required by the Engineer.

25.3 The Engineer's approval of the program does not alter the Contractor's obligations. The Contractor may revise the program and submit it to the Engineer again at any time. A revised program is to show the effect of Variations.

25.4 Once the schedule of implementation of various activities is agreed between contractor and engineer, the agency has to strictly follow the same. In case there is delay in any activity beyond three days from the schedule , engineer is free to get that activity executed from any other agency on the risk and cost of the main agency or separately as engineer considers fit .

26.0 Extension of the intended completion date :

26.1 The Engineer is to extend the Intended Completion Date if an event not attributable to the contractor causing delay occurs or a Variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date.

26.2 The Engineer is to decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking him to decide upon the effect of a event causing delay or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by his failure is not considered in assessing the new Intended Completion Date.

27.0 Acceleration :

Deleted

28.0 Delays ordered by the Engineer :

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

29.0 Management meetings :

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

C. Quality Control

30.0 Identifying defects :

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

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

33.0 Correction of defects :

33.1 The Engineer is to give notice to the Contractor of any Defects of which he is aware before taking over the finished goods and the agency has to rectify all up to satisfaction of engineer before handing over to the client.

33.2 Any defect arose during defect liability period of one year has to be rectified free of cost within a period of three days after intimation . The intimation will be given by VMMC who will be the final user.

33.3 A periodical check of finished goods will have to be carried out by the agency after handing over of the products to the user. The periodical check may be monthly or as directed by user and requirements . The Contractor is to correct defects which he notices himself before the end of the

Defects liability Period.

- 33.4 The Engineer is to certify that all Defects have been corrected based on certification given by the user 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 defects are not attended within three days after intimation the same will be got done directly and the amount will be got deducted from any balance amount of agency available with HSCC..

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

D. Cost Control

35.0 Bill of quantities :

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

36.0 Changes in the quantities :

- 36.1 Final work done shall exceed to any extent itemwise as well as total work value wise.
- 36.2 If requested by the Engineer, the Contractor is to provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

37.0 Variations :

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

38.0 Payments for variations :

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

39.0 Cash flow forecasts :

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

40.0 Payment certificates :

- 40.1 The contractor shall submit to the Engineer monthly statements of the value of the work completed less the cumulative amount certified previously on a printed proforma (prepared at the cost of Contractor).

40.2 The Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

40.3 The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

41.0 Payments :

Schedule of payments will be as bellow for package 1and 2 :

80% payment on delivery at site

10% on installation

5 % after checking and Testing –commissioning.

5% after charging and handing over

Schedule of payments will be as bellow for package 3 :

On submission of bill based on progress of work and item rate.

The Employer is to pay the contractor the amount certified by the Engineer within 30 working days of the submission of corrected statement of work done as per above breakup. However, 75% of estimated amount as determined by Engineer will be made within 6 working days from the date of submission of the bill by the contractor.

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

42.0 Taxes :

Taxes shall be deducted as applicable.

43.0 Cost of Labour :

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

44.0 Retention Amount :

44.1 The Employer is to retain from each payment due to the contractor @ 5% of value of the bill.

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

45.0 Liquidated damages :

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

46.0 Advance payment :

46.1 Deleted.

47.0 Securities :

HSCC, NOIDA

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DERC-AIIMS BAL--GCC&SCC-

- 47.1 The performance payment securities are to be provided to the Employer by the Start Date and are to be issued in a form and by a bank acceptable to the Employer. payable.
- 47.2 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.
- 47.3 The Employer is to notify the Contractor of any claim made against the institution issuing the security.
- 47.4 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.

48.0 Day works :

48.1 Deleted

49.0 Cost of repairs :

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

E. Finishing the Contract

50.0 Completion :

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

51.0 Taking over :

The Employer takes over the Works after Engineer issuing a certificate of Completion.

52.0 Final account :

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

53.0 Operating and maintenance manuals :

For package 1 and 2 as required to be submitted.

54. Remedies and Powers due to Default of Contractor :

- 54.1 If the contractor shall become bankrupt or if the Engineer shall certify in writing to the Employer that in his opinion the contractor :
- a) has abandoned the contract, or
 - b) without reasonable excuse has failed to commence the work or has suspended the progress of the works for twenty eight(28) days after receiving from the Engineer written notice to proceed, or

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

54.2 Valuation at date of forfeiture :

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

54.3 Payment after forfeiture :

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

55.0 Property :

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

56.0 Frustration :

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

Section 3. Contract Data

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

The following documents are also part of the Contract :

	Clause Reference (Conditions of contract)
*The Contractor's Bid and Letter of Acceptance	[1]
*The Conditions of Contract	[1]
*The Technical Specifications	
*The Program	[25]
*The Bill of Quantities	[35]
The Engineer is :	Chief General Manger (PG II) or any other officer nominated from time to time by Chairman Cum Managing Director(CMD) of Hospital Services Consultancy Corporation (I) Ltd. Plot 6(A),Block-E, Sector-1,Noida, Distt. Gautam Budh Nagar, Uttar Pradesh-201301.
*The Start Date is as notified in the letter of Acceptance	
*The Intended Completion Date for the whole work is one month from Date of Award.	[17]
*The Contractor is to submit the program for the works within 7 days of being notified of the acceptance of his bid.	[25]
*The contractor is to submit the updated program at the interval of 7 days	[25.3]
*The Site is located at Safdarjung Hospital, New Delhi	[1]
*The Defects liability Period is ONE YEAR	[33]
*The Defects Correction Period before handover is 10 days.	[33,34]
*The language of the Contract is English	[3]
*The law which applies to the Contract is the law of the Union of India, Jurisdiction is High Court of Delhi only	[3]
*Arbitration procedure to be used shall be Arbitration and Conciliation Act 1996 or the latest amended.	[24]
*Appointing Authority for the arbitrator	[24]
*Place where arbitration will take place : New Delhi.	[24]
*The currency of the contract is the Indian Rupees.	
*The proportion of payments retained is 5%. limited to 5% of contract value.	[44]
*The liquidated damages for the whole of the work are Rs. 1,000/- per day.	[45]

*Maximum liquidated damages shall be 5% of the contract price.

[45]

*The amounts and currencies of the performance guarantee are

[47]

Amount : 5% of Contract price
Currency : Indian Rupees

ANNEXURE - A

FORM OF AGREEMENT

This Agreement made the _____ day of _____ 2006 between All India Institute of Medical Sciences, New Delhi (hereinafter called "The Employer") represented by M/s HSCC (India) Limited, E-6(A), Sector - 1, Noida (UP) - 201301 who enters into this Agreement of the one part and M/s _____ (hereinafter called "the Contractor") of the other part.

1.1 Whereas the Employer is desirous that certain Works should be executed by the Contractor, viz Supply & Installation of Modular Type Laboratory Furniture for Dental Education and Research Centre at AIIMS, New Delhi and their maintenance during defect liability period ("**the works**") 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 herein after mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or only such sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed, Sealed, and Delivered by the Said _____

Binding Signature of [HSCC] on behalf of **All India Institute Of Medical Sciences, New Delhi**

Binding Signature of Contractor _____

in the presence of

Witness (1) :

Witness (2) :

**PROFORMA FOR PERFORMANCE BANK GUARANTEE
(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)**

To,

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

Dear Sir,

In consideration of the **All India Institute Of Medical Sciences, New Delhi** (hereinafter called Employer) which expression shall include his successor and assigns represented by his Consultant M/s. HSCC (I) Ltd., Plot - 6 (A), Block - E, Sector - I, Noida, Uttar Pradesh - 201 301 (hereinafter called HSCC) having awarded to M/s _____ (hereinafter referred to as the said Contractor or 'Contractor' which expression shall whenever the subject to context so permits include its successors and assigns) a contract No. _____ in terms inter alia, of the HSCC Letter No. _____ dated _____ and the General Conditions of Contract and upon the condition of the contractor's furnishing security for the performance of the contractor's obligations and discharge of the contractor's liability under and in connection with the said contract upto a sum of Rs. _____ (Rupees _____ only) amounting to _____ percent of the total contract value.

1. We, _____ (hereinafter called 'The Bank' which expression shall include its successors and assigns) having our branch office at _____ and Registered/Head Office at _____ a company registered under the Companies Act, 1956) hereby jointly and severally undertake to guarantee the payment to the Employer in rupees forthwith on demand in writing and without protest or demur or any and all moneys any wise payable by the contractor to the Employer under in respect of or in connection with the said contract inclusive of all the Employer's losses and damages and costs, (inclusive between contract and client) charges and expenses and other moneys any wise payable in respect of the above as specified in any notice of demand made by the Employer to the Bank with reference to this guarantee upto an aggregate limit of Rs. _____ (Rupees _____ only).
2. We _____ Bank Ltd. further agree that The Employer shall be sole judge of and as to whether the said contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by The Employer/ HSCC on account thereof and the decision of The Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by The Employer from time to time shall be final and binding on us.
3. The Employer shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Contractor's obligations and liabilities hereunder or to vary the contract or the work to be done thereunder vis-a-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/or any other security(ies) now or hereafter held by The Employer and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to The Employer hereunder or prejudice the rights of The Employer against the bank.
4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all monies payable to The Employer in terms thereof.

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

Dated _____ day of _____ 2006

For and on behalf of Bank.

Issued
under
seal :

ANNEXURE - C

PROFORMA FOR PERFORMANCE BANK GUARANTEE

To,

HSCC (I) Ltd.
Plot No. 6(A), Block-E,
Sector-1,
Noida,
Distt. Gautam Budh Nagar (UP)

Dear Sir,

In consideration of the HSCC (I) Ltd., Plot No. 6(A), Block-E, Sector-1, Noida, Distt. Gautam Budh Nagar, Uttar Pradesh which expression shall include his successors and assigns (hereinafter called The Employer) having awarded to _____ (hereinafter referred to as the said Contractor or 'Contractor' which expression shall wherever the subject or context so permits include its successors and assigns) a Contract No. _____ in terms inter alia, of the HSCC Letter No. _____ dated _____ and the Conditions of Contract and upon the condition of the contractor's furnishing security for the performance of the contractor's obligation and discharge of the contractor's liability under and in connection with the said Contract upto a sum of Rs. _____ (Rupees _____ only) amounting _____ percent of the total Contract value.

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

respects and for all purposes be binding and operative until payment of all moneys payable to The Employer in terms thereof.

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

Dated _____ day of _____ 19

For and on behalf of Bank.

Issued
under
seal :

PROFORMA FOR ADVANCE BANK GUARANTEE

ANNEXURE - D

To,

HSCC (I) Ltd.
Plot 6(A), Block E,
Sector-1, Noida
Distt.Gautam Budh Nagar (UP)

Dear Sir,

1. In consideration of the HSCC (I) Ltd., Plot No. 6(A), Block-E, Sector-1, Noida, Distt. Gautam Budh Nagar, Uttar Pradesh which expression shall include his successors and assigns (hereinafter called The Employer) having agreed under the terms & conditions of Contract No. _____ dated _____ (hereinafter called the Contract or the said Contract) to make at the request of M/s _____ ("the Contractor" or "the said Contractor") the contractor thereunder a lumpsum advance of Rs. _____ for utilising it for the purposes of the said contract on its furnishing a guarantee acceptable to HSCC.
2. We, the _____ Bank (hereinafter referred to as the Bank or the said Bank) a Company under the Companies Act 1956 and having our registered office at _____ do hereby guarantee the repayment and recovery of the said advance together with interest there on as provided according to the terms and conditions of the said contract. If the contractor fails to utilise the said advance for the purposes of the said contract and/or the said advance together with interest there on as aforesaid is not fully recovered by The Employer, we _____ Bank hereby unconditionally and irrevocably undertake to pay to The Employer on demand and without demur or protest to the extent of the said sum of Rs. _____ any claim made by The Employer on us against non utilisation/ misutilisation of the said advance and/ or by reason of The Employer not being able to recover in full the said sum of Rs. _____ as aforesaid.
3. We, _____ Bank further agree that The Employer shall be the sole judge of whether the contractor has utilised or not utilised the said advance or any part thereof for the purposes of the said contract and/or as to whether the advance or any part thereof with interest has been recovered or not and the finding of the Employer in this regard shall be final and binding on us.

4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and till the said advance has been fully recovered and its claims satisfied or discharged and till The Employer certifies that the said advance with interest has been fully recovered from the contractor.
5. The Employer shall have the fullest liberty without affecting in any way the liability of the said Bank under this guarantee or Indemnity from time to time to vary any of the terms and conditions of the said Contract or the advance or to extend time of performance by the Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or the advance or securities available to The Employer and the said Bank shall not be released from its liability under these presents by any exercise by The Employer of the liberty with reference to the aforesaid matter or by reason of time being given to the said Contractor or any other variation forbearance, act or omission on the part of The Employer or any indulgence by The Employer to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the said Bank from its said liability.
6. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the Bank in terms hereof shall not be in anywise affected or suspended by reason of any dispute or disputes having been raised by the Contractor (whether or not pending before any arbitrator, Tribunal or court) or any denial or liability by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to The Employer in terms thereof.
7. The amount stated in any notice of demand addressed by The Employer to the Bank as liable to be paid to The Employer by the Contractor, shall be conclusive evidence of the amount so liable to be paid to The Employer by the Bank.
8. This guarantee/ undertaking shall be in addition to any other guarantee or security whatsoever that The Employer may now or any time in anywise may have in relation to the Contractor's obligations or liabilities under and/or in connection with the said Contract, and The Employer shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which The Employer may have or obtain and no forbearance on the part of The Employer in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.
9. It shall not be necessary for The Employer to proceed against the said Contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding that any security which the Employer may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the said Bank hereunder be outstanding or unrealised.
10. We, _____ the said Bank, undertake that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/ difference pending between the parties before the arbitrator or the court and/ or that any dispute is being referred to arbitration or to the court.
11. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of The Employer in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.
12. This guarantee / undertaking shall be continuing guarantee / undertaking and shall remain valid and irrevocable for all claims of The Employer and liabilities of the Contractor arising upto and until midnight of _____
13. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. _____ (Rs. _____) and this guarantee shall remain in full force till _____ and unless a claim is made on us within 3 months from the date i.e. before _____ all the claims under this guarantee shall be forfeited and we shall

be relieved of and discharged from our liabilities hereunder.

Dated _____ day of _____ 19.

for and on behalf of Bank.

Issued
under

seal :