

Tender Notice

Tenders are invited from reputed HVAC design consultants for the preparation of Complete Design and Tenders for HVAC works for two projects of HSCC. The tender document can be downloaded from HSCC website www.hsccltd.com and submitted latest by 23.07.2008 (up to 3.30 pm) and opening at 4 pm, along with the prescribed tender document to CGM (PG- III), HSCC(I) Ltd., E-6(A), Sector-1, Noida, U.P.-201301.

CGM (PG III)

Tender for Appointment of HVAC Design Consultant

1.0 INSTRUCTIONS

Offers are hereby invited by HSCC from competent (as per Pre Qualifying Criteria) Design Consultants. The agency shall carryout the Design & Drawing work 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 one sealed cover marked Envelope-1 containing another three envelopes marked Envelope 2, Envelope 3 & Envelope-4 as described below. Further, all sealed envelopes should carry respective stickers.

ENVELOPE MARKED NO.1 Shall contain three other envelopes marked Envelope-2, Envelope-3 & Envelope-4.

ENVELOPE MARKED NO.2 Shall contain an Earnest money of Rs.5,000/- (refundable) in the form of either demand draft or pay order in favour of HSCC (India) Ltd, payable at Noida / Delhi.

ENVELOPE MARKED NO. 3 Shall contain Pre Qualifying Criteria documents duly signed and supported by requisite documents (shall be opened only if EMD is enclosed in Envelope marked -2).

ENVELOPE MARKED NO. 4 Shall contain all documents supplied with the tender duly signed & stamped and filled along with the Price Bid. (This envelope shall only be opened if all the Pre Qualifying criteria is fulfilled).

The last date of submission of tender is, July 23, 2008 up to 15-30 Hrs.

All tenders should be submitted to CGM (PG-III).

The tenders shall be opened in the presence of the representatives of the bidders who wish to participate in tender opening.

▪ **Envelope Marked No.1, 2 & 3** to be opened at 16-00 Hrs on same day i.e. July 23, 2008 in the Corporate Office of HSCC (I) Ltd.

▪ **Envelope Marked No.4** to be opened. At 16-30 Hrs on July 23, 2008 in the Corporate office of HSCC (I) Ltd.

Address for correspondence:

C.G.M. (PG-III)

HSCC (India) Ltd.

E – 6(A), Sector –1, NOIDA,

U.P, Pin- 201301.

Offers not complete in all respects and/or received without 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 tender sent by post either way.

Offers should be valid for three months from date of submission of your bid.

2.0 Pre Qualifying Criteria:

S. No.	PQ Criteria	Support Documents in the form of
1.	Experience of having successfully completed 10 nos. 'similar type of HVAC design works' during 02 years and having sufficient HVAC design engineers.	Self Attested Copies on single paper complete with address and name of contact person and his phone no.
3.	Turnover/Balance sheet details for the last 2 years are to be submitted.	Copies certified by Chartered Accountant
4.	Certificate stating that the agency should have been in existence for at least 2 years carrying out this nature of work.	
5.	Certificate stating HVAC works shall be handled in house or through associates detail to be annexed with credential & consent. The office should be located in Delhi / NCR where this work would be carried out. HVAC consultant engaged for the work are having minimum 2 years of experience.	

3.0 Scope of work:

The Scope of Work involves carrying out HVAC Design & Detailing Works and preparation of drawings.

The details of the buildings are as under:

Sr. No	Building	Approx. AC Area
1.	Proposed Sports Medicine Center	5200 sqm
2.	District General Hospital	950 sqm

HVAC Design, Detailing and Preparation of Drawings.

Design & detailing works including heat load calculations, planning of HVAC system, selection, ducting, piping design preparation of drawings and detailing, Preparation of Technical Specifications.

Complete design calculations, quantity analysis, rate analysis along with all drawings shall be in the scope of works and shall be submitted by the consultant for which nothing extra is payable.

1. Detailed heat load calculation for summer, monsoon and winter conditions and calculation of tonnage and air quantities to be supplied to the air-conditioned areas.
2. Basis of equipment selection with supporting calculations
3. Detailed Schedule of equipments
4. Detailed air distribution layout drawings in double lines with duct sizes, air quantities, air handling units size and capacities, sizes and locations of grilles/diffusers etc.
5. Detailed piping distribution layout drawings in double line with pipe sizes, water flow rates, pumps and cooling tower sizes and capacities etc.
6. Plant room equipment layout drawing in double lines with sectional details
7. Ducting, piping and insulation fabrication and installation details drawings
8. Preparation of detailed equipment specifications, technical data schedules of equipments.
9. Preparation and submission of cost estimates along with market rate analysis with supporting documents and acceptance by HSCC
10. Consultant shall revise and resubmit the drawings, BOQ etc. if any changes are required as per coordination with other services.

CONDITIONS OF CONTRACT

The General Conditions of Contract are as under:

1.0 Delay & Extension :

If the work is delayed by force majeure or any other cause which is in the absolute discretion of HSCC 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 endeavours 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 3 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.

RISK PREJUDICE CLAUSES

2.0 Arbitration :

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

The party invoking the 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.

3.0 Jurisdiction of Court :

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

4.0 **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 the sole judge for the same). The agency shall be paid for 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 the HSCC all the data, compiled report, drawing etc. prepared by the agency 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 co-operate 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.

5.0 **Breach of Trust :**

Unless otherwise directed by HSCC specifically, the agency shall not contact directly or indirectly the Client or any other Authority connected with the Project. Non compliance of this clause shall treated as breach of the Trust resulting in termination of contract between HSCC and the agency forthwith any prior notice to him. In such event, no objection will be entrusted to him in future by HSCC.

6.0 **Discussion with HSCC & Approvals:**

Availability: The agency shall make themselves available at reasonable notice to be present for discussions with HSCC. The agency shall also provide assistance, advice and information from time to time for discussions with other agencies or HSCC officials connected with the work without any extra claim.

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 absolve the agency of the total responsibility of the correctness and soundness of the work and other obligations under this contract

7.0 **Ownership of Documents & Copy Rights:**

(a). The copy right of all drawings , reports, calculations, tender papers and other similar documents provided by the agency in connection with Project/work shall remain vested in HSCC.

(b). The agency shall not publish without the written consent of employer or use for purpose other than those for this work, the articles, designs, photographs or illustrations, related to this work/project.

8.0 Changes or Alteration of Designs / Drawings :

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

9.0 Correctness and Accuracy of Data:

The agency shall be fully responsible for the correctness and accuracy of data, planning, designs, drawings, specifications, 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 no extra cost to HSCC take all steps necessary to remedy/rectify the said defects or inadequacies. The agency shall incorporate all the modifications or changes as desired by the HSCC in drawings, plans and reports, design etc. at no extra cost to HSCC.

10.0 Safety of Design:

The agency shall be fully responsible for the safe design as per National standards and requirements. In the absence of National standards, requirement shall be of International standards. The structural stability certificate shall be provided by the agency as per format/guidelines of HSCC.

11.0 Code of Practice:

The report, design and drawings for all works shall confirm to local building bye-laws and other state regulations as well as 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, drawings shall be submitted in English language and in Metric/ SI units

12.0 Documentation of Design and Drawings:

The following design and drawing outputs shall be submitted by the design consultant:

- a) One set of hard copy of all design calculations along with support documents
- b) One set of hard copy of all drawings in A1 size
- c) One set of detailed cost estimates along with backups (for HVAC Works only)
- d) One set of soft copy of all design calculations and drawings in CD

13.0 Time of Completion:

Sr. No.	Design Stage	Time of Completion
1.	Submission of complete Tender Document along with Design & Details.	One Week from the date of Award of Work

14.0 Liquidated Damages for Delay in Completion:

Penalty shall be levied upon the agency in case of delay in fulfilling the obligations under this agreement for causes solely attributable to the agency at 1% (one percent) of the contract fee per week of delay subject to a maximum of 10% of the total contract fee.

For computing the penalty 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 contract. The agency shall be liable to pay this compensation to HSCC.

However, no penalty shall be levied in case the delay is on account of force majeure or release of design inputs to the agency from HSCC. In such case the time schedule shall be reworked and a suitable extension of time shall be granted for work completion. No extra price shall be payable by HSCC to the agency for the delayed or extended period.

15.0 Payment Terms:

For the purpose of stage payments to the agency, the following break-ups shall be followed:

Sr. No.	Design / Drawing Stage	Payable Price (In % of Total Fees)
1.	Preparation and submission of data sheets/design calculations and tender drawings and acceptance by HSCC	40%
2.	Preparation and submission of complete technical specifications and BOQ with detailed take off sheets and acceptance by HSCC	30%
3.	Preparation and submission of cost estimates along with market rate analysis with supporting documents and acceptance by HSCC (Including revision & resubmission of drawings, B.O.Q & specifications if any changes are required.)	15%
4.	Submission of soft copy of all drawings, design calculations, specifications, BOQ and other relevant data in soft copy on CD and acceptance by HSCC (Including revision & resubmission of drawings, B.O.Q & specifications if any changes are required.)	15%

16.0 H.S.C.C reserves the right to award different Projects to different Parties.

17.0 **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 six months of successful completion of design and detailing works by the agency.

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