

LRSI
LALA RAM SARUP INSTITUTE OF TUBERCULOSIS &
RESPIRATORY DISEASES NEW DELHI

TENDER
FOR

CONSTRUCTION OF BOUNDARY WALL AT L.R.S
INSTITUTE OF TB & RESPIRATORY DISEASES, NEW
DELHI.

AUGUST, 2008

HSCC (INDIA) LTD.
(Consultants & Engineers for Mega Hospitals & Laboratories)
E - 6 (A), Sector - I, NOIDA (U.P.) - 201 301 (INDIA)

PHONE : 91-2542436, 2542440
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Tender No HSCC/103G/PM/07

LIST OF ANNEXURES

- ANNEXURE I** : NOTICE INVITING TENDER
- ANNEXURE II** : PREQUALIFICATION DOCUMENT
- ANNEXURE III** : INSTRUCTIONS TO BIDDERS
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BID

HSCC (India) Limited.

(Consultants & Engineers for Mega Hospitals & Laboratories)
Plot No.6(A), Block-E, Sector-1,NOIDA - 201301 (U.P.)

No. HSCC/103G/PM/07/2008

Dated : 21/08/2008

NOTICE INVITING TENDER

1. HSCC (India) Ltd. provides Comprehensive services from concept to commissioning in the Health Care sector ranging from feasibility studies, planning, design and detailed engineering, project management, procurement and commissioning of medical equipments and procurement of drugs.
2. On behalf of LRS Institute of TB & Respiratory Diseases, New Delhi, **HSCC (India) Ltd**, invites sealed tenders in two bid system from the contractors/firms for the following works:

Sl. No.	Name of Work	Estimated Cost (Rs.)	Bid Security (Rs.)	Cost of document (Rs.)	Period of Completion
1.	"Construction of boundary wall"at LRS Institute of TB & Respiratory diseases, Sri Aurobindo Marg, New Delhi".	42 lac	84,000/-	2000.00	4 Months

3. Eligibility Criteria :

- (a) Average annual financial turnover during the last three years [2005-2006, 2006-2007, 2007-2008] should be at least Rs. 40 lacs.
- (b) Successful and timely completion of at least one work of similar nature of value not less than 80% of estimated cost during the last five financial years.
or
Successful and timely completion of at least two work of similar nature of value not less than 50% of the estimated cost during the last five financial years.
or
Successful and timely completion of at least three works of similar nature of value not less than 40% of the estimated cost during the last five financial years.

The term 'successful & timely completion' means the work should be completed in all respect within the scheduled time period and completion date should fall during the last 5 years. (Fill enclosed ANNEXURE - II & enclose copies of order and client's satisfactory completion certificates)
- (c) A solvency certificate from applicant's bank (Nationalized/ Scheduled) that applicant is solvent for the sum of Rs. 17.00 lacs. The certificate should not be more than one year old.
- (d) The firm should have positive net worth and profit making in last three financial years.

Applicants may obtain the tender documents on any working day between **10.00 AM** and **4.00 PM** from 22.08.2008 to 01.09.2008 on written request from HSCC at the above address against a non refundable fee of **Rs. 2000/-** payable in cash or in the form of Demand Draft/ Banker's Cheque in favour of **HSCC (INDIA) Limited** from any nationalized bank/ scheduled bank payable at **NOIDA / DELHI**. The applicant may collect the documents in person with authorization letter or on request, HSCC will promptly dispatch the documents by courier on payment of an extra amount of **Rs. 500/-** over & above the said document fee of **Rs. 2000/-**, but under no circumstances HSCC will be held responsible for late delivery or loss of the documents so mailed. The applicants may see the tender documents during the sale period as referred above at HSCC Corporate office, Noida prior to purchasing.

5. Pre-bid meeting shall be held at 15.00 hrs. on 03/09/2008.
6. Tender complete in all respect must be submitted in sealed envelopes, which must be either delivered by hand or by registered mail to **HSCC** at the above address so as to reach not later than **15.00 hours** on 08/09/2008. Technical bid shall be opened on 08/09/2008 at 15.30 hours.
7. HSCC reserves the right to Accept or Reject any/all agencies without assigning any reason.
8. Tender document is available for viewing on our website, www.hsccltd.co.in

General Manager (PG-1)

INSTRUCTIONS TO APPLICANTS

NAME OF WORK : **Construction of Boundary Wall at LRS Institute of TB & Respiratory diseases, New Delhi.**

EMPLOYER / PRINCIPAL EMPLOYER : **LRS Institute of TB & Respiratory Diseases, Aurobindo Marg, New Delhi**

1.0 Scope of Bid :

For & on behalf of LRS Institute of TB & Respiratory Diseases, Aurobindo Marg, New Delhi (The Employer/Principal Employer), **HSCC (India) Ltd.** (the Consultant) intends to pre-qualify contractors/firms for the following works.

Sl. No.	Name of Work	Estimated Cost (Rs.)	Bid Security (Rs.)	Cost of document (Rs.)	Period of Completion
1	"Construction of Boundary Wall" at LRS Institute of TB & Respiratory diseases, New Delhi".	42 lakhs	84000/-	2000.00	4 Months

1.1 The Scope of work relates to "Construction of boundary wall at LRS Institute of TB & Respiratory diseases, New Delhi".

1.2 Prequalification is open to all firms having sound background and specialization in carrying out similar works.

2.0 Submission of Applications:

2.1 Tender including Pre Qualification Application complete in all respect must be submitted in sealed envelopes, which must be delivered by hand to **HSCC (India) Ltd.** at the above address so as to reach not later than 15.00 hours on 08/09/2008.

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

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

3. Pre-qualification Criteria:

3.1 Pre-qualification will be based on meeting the following criteria regarding the Applicant's work experience, personnel and equipment capabilities, and financial position, as demonstrated by the Applicant's responses in the forms attached to the Letter of Application and proof of registration with statutory bodies.\

3.2 The Applicant should meet the following minimum criteria for pre-qualification:

(a) Average annual financial turnover during the last three years [2005-2006, 2006-2007, 2007-2008] should be at least 40 lacs.

(b) Successful and timely completion of at least one work of similar nature of value not less then 80% of estimated cost during the last five financial years.

or

Successful and timely completion of at least two work of similar nature of value not less then 50% of the estimated cost during the last five financial years.

or

Successful and timely completion of at least three works of similar nature of value not less then 40% of the estimated cost during the last five financial years.

The term 'successful & timely completion' means the work should be completed in all respect within the scheduled time period and completion date should fall during the last 5 years. (Fill enclosed ANNEXURE - II & enclose copies of order and client's satisfactory completion certificates)

- (C) A solvency certificate from applicant's bank (Nationalized/ Scheduled) that applicant is solvent for the sum of Rs. 17.00 lacs. The certificate should not be more then one year old.
 - (D) The firm should have positive net worth and profit making in last three financial years.
- 3.3 Personnel Capabilities : The Applicant must have suitably qualified personnel to execute the contract.(Applicant to fill enclosed ANNEXURE - III).
 - 3.4 Equipment Capabilities : The Applicant should own, or have assured access to (through hire, lease, purchase agreement or other means) equipment to successfully execute the contract.(Applicant to fill enclosed ANNEXURE -IV).
 - 3.5 Financial Capabilities : The Audited Balance Sheets for the last three years (2005-06, 2006-07. 2007-08) should be submitted and must demonstrate the soundness of the Applicant's financial position. Where necessary, the Consultant (HSCC) on behalf of Employer will make inquiries with the Applicant's bankers (Applicant to fill enclosed ANNEXURE-V).
 - 3.6 The bidder shall submit the supporting documents regarding the information given in the ANNEXURE - I to ANNEXURE - V.
 - 3.7 Even though the applicants meet the above criteria, they are subject to be disqualified if they have:
 - (a) made misleading or false representation in the form, statements and attachments submitted; in proof of the qualification requirements, and for
 - (b) record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc. and/or

The applicants are also subject to be disqualified, if they are found black listed.

- 3.8 The applicants are advised to visit the site to get first hand information as regards its approach, accessibility, working conditions, site conditions, availability of labour and material etc. and other matters affecting cost and work. All costs incurred in connection with submission of the pre qualification bid shall be borne by the applicant irrespective of the outcome.
 - 3.9 All financial Registration such as Sales Tax, Service Tax, Value aided Tax, Income Tax are required.
- 4.0 General:**
- 4.1 Only contractor/firms whose bid is found to be generally in order, meets the prequalification criteria 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.

4.2 The Consultant reserves the right to:

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

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

LETTER OF APPLICATION

[NOTE : On the letterhead of the Applicant including full postal address, telephone no., fax no., telex no., and cable address]

Date:

To

The General Manager (PG-I)
HSCC (India) Ltd
Plot No 6(A) , Block E, Sector - 1
NOIDA (U.P.)

Sirs,

1. Being duly authorize to represent and act on behalf of (hereinafter referred to as "the Applicant"), and having reviewed and fully understood all the pre-qualification information provided, the undersigned hereby apply to be pre-qualified by yourselves as a bidder for the **“Construction of Boundary Wall” for LRS Institute of TB & Respiratory diseases, New Delhi”**.

Tender Number	Client name
No. HSCC/103G/PM/07/2008	“Construction of Boundary Wall” for LRS Institute of TB & Respiratory diseases, New Delhi” .

2. Attached to this letter are copies or original documents defining:
 - (a) The Applicant's legal status;
 - (b) The principle place of business; and
 - (c) The place of incorporation (for applicants who are corporations); or the place of registration and the nationality of the owners (for applicants who are partnerships or individually-owned firms).
 - (d) Application form no.1 to 8.
 - (e) Copies of orders & Clients certificates for successful & timely completion in respect of minimum prequalification criteria clauses 3.2(b) & 3.2(c).
3. Your agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative or any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.

4. Your Agency and its authorized representatives may contact the following persons for further information:

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

5. This application is made in the full understanding that:

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

Signed :
Name :
For and on behalf of :

Application Form No. 1

GENERAL INFORMATION

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

1.	Name of firm :
2.	Head office address :
3.	Telephone : Contact person :
4.	Fax : Telex :
5.	Place of incorporation/ Registration : Year of incorporation/ registration :

Signed :
Name :
For and on behalf of :

Application Form no. 2

STRUCTURE AND ORGANIZATION

1. The applicant is _____
(a) an individual
(b) a proprietor firm
(c) a firm in partnership
(d) a Limited Company or Corporation.

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

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

Signed :
Name :
For and on behalf of :

Application Form No. 3

ANNUAL TURN OVER

Year	Annual Turn Over in Indian Rs. as per Audited Balance Sheet or CA certificate
2005-06	Rs.
2006-07	Rs.
2007-08	Rs.
Average Annual Turn Over during the above last three years	Rs.

NOTE : The above data is to be supported by Audited Balance Sheets. In case, the Audited Balance Sheet is not available, the provisional Balance Sheet duly certified by Chartered Accountant is to be submitted.

Application Form No. 4

DETAILS OF COMPLETED WORKS OF SIMILAR NATURE AND COMPLEXITY

(During last Five years i.e 2003-2004, 2004-2005, 2005-2006, 2006-2007 and 2007-2008)

Sl. No.	Project Name	Name of Employer	Brief description of the work. Contract No. & Value of the project	Date of issue of work order	Date of Completion as per contract	Date of actual Completion	Reasons for delay
1.							
2.							
3.							
4.							
5.							

NOTE :

- 1 Please attach supporting documents for the above information and satisfactory completion certificates from clients.**
- 2 If the completion time/Project value is more than requirement, pro-rata value shall be considered for evaluation.**

Application Form No. 5

PERSONNEL CAPABILITIES

Sl. No.	Name	Qualifications	Date of Employment	Position	Years of experience in the proposed position

Application Form No. 6

EQUIPMENT CAPABILITIES

Sl. No.	Particulars of Machineries, Tools, Plant, Centering and Shuttering etc. owned by applicant	Quantity	Approximate Value
1	2	3	4
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Application Form No. 7**FINANCIAL CAPABILITIES**

Financial Information in Rs. equivalent	For year 2005-06	For year 2006-07	For year 2007-08
1. Total Assets			
2. Current Assets			
3. Total Liabilities			
4. Current Liabilities			
5. Profit before Tax			
6. Profit after Tax			
7. Net Worth			
8. Liquid Assets			
9. Solvency Certificate from Banker			

- 1. Attach audited balance sheets for all last three years (2005-06, 2006-07, 2007-08).**
- 2. Attach recent Solvency Certificate from Banker not older than 12 months.**

Application Form No. 8

Information on Litigation history in which the bidder is involved:

Sl. No.	Other parties	Employer	Course of dispute	Amount involved
1	2	3	4	5
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

INSTRUCTIONS TO BIDDERS

A. General

1.0 Scope of work :

1.1 HSCC (India) Ltd. invites bids for the “**Construction of boundary wall at LRS Institute of TB & Respiratory diseases, New Delhi**”.

1.2 The successful bidder will be expected to complete the works within 04(four) calendar months from the date of commencement.

2.0 The Employer :

LRS Institute of TB and Respiratory diseases, Sri Aurobindo Marg, New Delhi (LRSI under Ministry of Health & Family Welfare, Govt. of India) represented by their consultant M/s HSCC (India) Limited (HSCC), A Government of India Enterprise, having its registered office at 205, Eastend Plaza, Plot No.4, D.D.A. Local Shopping Complex, Centre-II, Vasundhara Enclave, Delhi-110096 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 chosen contractor 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 Informations to be submitted:

3.1 All bidders shall include the following information and documents with their bids :

1. Information as per eligibility criteria.
2. Power of attorney of the signatory of the bid to commit the bidder.
3. A Work plan clearly bringing out how the bidder proposes to carry out the work to achieve the quality and the time schedule. The work plan shall clearly spell out with specific details the following:
 - a) List of equipments along with details proposed to be used on the works.
 - b) List of bio data of engineers and important staff members proposed to be employed on the work.

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 “Construction of boundary wall at LRS Institute of TB & Respiratory diseases, New Delhi”. 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:

- (i) Annexure -I : Notice Inviting Tender
- (ii) Annexure -II : Prequalification document
- (iii) Annexure -III : Instructions to bidders
- (IV) Annexure -IV : Conditions of contract
- (V) Annexure - V : Technical specifications & Tender Drawings.
- (VI) Annexure - VI : Bill of Quantities and form of bid.

7.0 Clarification of bidding documents :

A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter, "cable" includes facsimile) at the Engineer's address indicated in the Invitation to Bid. The Engineer will respond to any request for clarification which he received earlier than 7 days prior to the submission of bid. Copies of the Engineer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

8.0 Amendment of bidding Documents :

- 8.1 Before the deadline for submission of bids, the Engineer may modify the bidding documents by issuing amendments/clarifications.
- 8.2 Any amendments thus issued shall be part of the bidding documents and shall be communicated in writing or by Fax to all purchasers of the bidding documents. Bidder shall submit all issue and amendment along with bids with duly signed and stamped.
- 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) Bill of Quantities
- (c) Documents mentioned in 6.0 above.

and any other documents required be completing and submitting 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. In case of discrepancy in figure and word then the amount in words will prevail.

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 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 Fax. 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 of Rs. 84000/-.

14.2 The bid security shall be in the form of a Pay order / Demand Draft from a Nationalized / 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 three separate envelopes of appropriate size marked as Envelope no. 1, 2 & 3 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 (Annexure I to V as mentioned in 6.0 above) duly signed and stamped and the other bid documents as indicated at Clause 3.1.
- (iii) Envelope No. 3 shall contain the Priced Bill of Quantities (Annexure VI as mentioned in 6.0 above) duly filled in, signed and stamped.

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 and 2 otherwise bid shall be rejected.

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 General Manager (PG-I), HSCC (India) Ltd, Plot No. 6(A), Block-E, Sector 1, Noida, Distt. Gautam Budh Nagar, Uttar Pradesh, Pin - 201301.
- 15.4 All the above envelope shall bear the following identification.

Name of work: - “Construction of boundary wall at LRS Institute of TB & Respiratory diseases, New Delhi”.

- 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 15.00 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.

- 19.2 The Engineer will examine the bids to determine whether QUALIFIES THE ELIGIBILITY CRITERIA and 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.

Envelope No.3: Containing the sealed price bid of parties whose bid is found to be generally in order and substantially responsive shall be opened at a subsequent date after the evaluation of technical bids. Price bid of only technically qualified bidders shall be opened.

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

- 19.6 The bid of any bidder who has not complied with any of the instructions contained herein may not be considered.

20.0 Process to be confidential :

- 20.1 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 discovered by the Engineer in the evaluation of the bids in accordance with Clause 23.

22.0 Examination of bids and determination of responsiveness:

- 22.1 Prior to the detailed evaluation of bids, the Engineer will determine whether each bid (a) meets the eligibility criteria; (b) has been properly signed; (c) is accompanied by the required securities; (d) is substantially responsive to the requirements of the bidding documents; and (e) provides any clarification and/or substantiation that the Engineer may require.
- 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.

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 as per letter of commencement. 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) ionizing 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 Insurance :

12.1 The following insurance cover is to be provided by the Contractor in the joint names of the Employer and the Contractor for the period from the Start Date to the end of the Defects Notice Period or of the last Defects Correction Period whichever is the later :

- (a) Cover against damage to other people's property caused by the Contractor's acts or omissions;
- (b) cover against death or injury caused by the Contractor's acts or omissions to
 - (i) anyone authorized to be on the Site ;
 - (ii) third parties who are not on the Site ;
- (c) cover against damage to the Works and materials during construction.

12.2 Policies and certificates for insurance are to be produced by the Contractor to the Engineer for approval before the Start Date given in the Contract Data and subsequently as the Engineer may require.

12.3 If the Contractor does not produce any of the policies and certificates required, the Employer may effect the insurance for which the Contractor should have produced the policies and certificates and recover the premiums it has paid from payments due to the Contractor.

12.4 Alterations to the terms of insurance may be made either with the approval of the Engineer or as a result of general changes imposed by the insurance company with which the insurance policy is effected.

12.5 Both parties are to comply with conditions of the insurance policies.

13.0 Indemnities :

13.1 The Contractor is liable for and indemnifies the Employer against losses, expenses and claims for loss or damage to physical property, personal injury, and death caused by his own acts or omissions.

13.2 The Contractor indemnifies the Employer against claims for damage caused by the movement of his Equipment or Temporary Works outside the Site.

14.0 Water supply and Power supply

Contractor shall make his own arrangement for water supply at site for drinking as well as for construction purposes at his own cost. Contractor shall also make his own arrangement for power supply at site for construction purposes and general use at his own cost.

15.0 Queries about the contract data :

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

16.0 Contractor to construct the works :

The Contractor is to design, supply and install the Works 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 :

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

18.2 The Contractor is responsible for design of Temporary Works.

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

19.0 Safety :

The Contractor is responsible for the safety of all activities on the Site.

20.0 Discoveries :

Deleted.

21.0 Possession of the site :

The Employer is to give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data, the Employer is deemed to have delayed the start of the relevant activities.

22.0 Access to the site :

The Contractor is to allow the Engineer and any person authorized by the Engineer access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

23.0 Instructions :

The Contractor shall carry out all instructions of the Engineer.

24.0 Procedure for disputes :

If any dispute or difference of any kind what so ever shall arise between the Employer and the contractor or the Engineer and the contractor in connection with or arising out of the Contract, or

the execution of the works, whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the contract, it shall, in the first place, be referred to and settled by the Engineer who shall, within a period of ninety days after being requested by either party to do so, give written notice of his decision to the Employer and the Contractor. Subject to arbitration, as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the Employer and the Contractor and shall forthwith be given effect to by the Employer and by the Contractor, who shall proceed with the execution of the works with due diligence whether he or the Employer requires arbitration or not. If the Engineer has given written notice of his decision to the Employer and the Contractor and no claim to arbitration has been communicated to him by either the Employer or the Contractor within a period of ninety days from receipt of such notice, the said decision shall remain 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 ninety days after being requested, or if either the Employer or the Contractor be dissatisfied with any such decision, then and in any such case either the Employer or the Contractor may within ninety days after receiving notice of such decision or within ninety days after the expiration of the first named period of ninety days as the case may 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 Programme :

- 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.

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 Escalation : 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. Contractor shall submit monthly progress photographs of the work executed.

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

29.3 With in fifteen days of award of work, contractor shall provide to consultant new office furniture at his own cost for site office i.e one table, four chairs, one steel almira, telephone facility and pay for telephone bills up to a limit of Rs. 1500.00 per month (one thousand five hundred only). This furniture shall be the property of contractor and is to be removed after completion of all obligations of contractor including defect liability period.

30.0 Early warning :

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

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

C. Quality Control

31.0 Identifying defects :

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

32.0 Tests :

If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor is to pay for the test and any samples. If there is no defect the Employer is to pay for the test and sample. All the required tests are to be done by contractor as per CPWD specifications. One qualified assistant shall be provided by the contractor during currency of contract to assist the HSCC engineer in carrying out tests and site related activities . Wages of the same shall be given by contractor.

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 the end of the Defects Notice Period, which begins at Completion.

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

33.3 The Contractor is to correct defects which he notices himself before the end of the Defects Notice Period.

33.4 The Engineer is to certify that all Defects have been corrected when all known Defects have been corrected. If the Engineer considers that correction of a Defect is not essential he can request the Contractor to submit a quotation for the corresponding reduction in the Contract Price or an earlier Intended Completion Date or both. If the Engineer accepts the quotation, the corresponding change in the Contract Data is a Variation.

34.0 Uncorrected defects after completion date :

34.1 After completion the Engineer may arrange for a third party to correct a Defect if the contractor has not corrected it within the Defects Correction Period.

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

D. Cost Control

35.0 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 item wise 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 Performa (prepared at the cost of Contractor). Contractor shall submit computerized bill in three copies as per format approved by the engineer and the computer maintained at site by the contractor shall be made available to HSCC as and when required.

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

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

41.0 Payments :

The Employer is to pay the contractor the amount certified by the Engineer within 30 days of the submission of corrected monthly statement of work done. However, 75% of estimated amount as determined by Engineer will be made within 10 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 the proportion stated in the Contract Data until Completion of the whole of the Works.

44.2 On Completion of the whole of the Works, half the total amount retained is repaid to the Contractor after finalization of final bill 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.

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 completion certificate.

46.0 Advance payment :

46.1 Deleted.

47.0 Securities :

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 :

51.1 The Employer takes over the Works within seven days of the Engineer issuing a certificate of Completion.

51.2 Defect Liability Period

Contractor is liable to rectify all the defects which appear during defect liability period for the work executed by him. Defect liability period is for a period of six months from the date 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 :

Deleted.

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 afterwards to which he was committed.

ANNEXURE - A

FORM OF AGREEMENT

AGREEMENT

This Agreement made the _____ day of _____ 2008 between M/s **LRS Institute of TB & Respiratory Diseases, Sri Aurobindo Marg, 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.

Whereas the Employer is desirous that certain Works should be executed by the Contractor, viz "Construction of boundary wall at LRS Institute of TB & Respiratory diseases, New Delhi" ("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 witnessed 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) Instructions to Bidders
 - (d) The Conditions of Contract
 - (e) Technical specifications & tender Drawings ;
 - (f) The Priced Bill of Quantities & form of bid
 - (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 **LRS Institute of TB & Respiratory Diseases, Sri Aurobindo Marg, New Delhi**

Binding Signature of Contractor _____

in the presence of

Witness (1) :

Witness (2) :

ANNEXURE - B

**PROFORMA FOR PERFORMANCE BANK GUARANTEE
(On a stamp paper of appropriate value from any Nationalized 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 M/s **LRS Institute of TB & Respiratory Diseases, Sri Aurobindo Marg, 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 up to 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 attorney 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 up to 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 there under vis-à-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 unrealized.
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 there under.

Dated _____ day of _____ 2008

For and on behalf of Bank.

Issued
under
seal :

TECHNICAL SPECIFICATIONS

1.0 CIVIL WORKS

- 1.01 The specifications and mode of measurements for Civil and Plumbing works shall be in accordance with C.P.W.D. specifications 1996 Volumes I to VI.

Unless otherwise specified in the nomenclature of individual item or in the specifications, the entire work shall be carried out as per the C.P.W.D. specifications with upto date correction slips upto the date of opening of tender.

- 1.02 For the item not covered under CPWD Specifications mentioned above, the work shall be executed as per latest relevant standards/codes published by B.I.S. (formerly ISI) inclusive of all amendments issued thereto or revision thereof, if any, upto the date of opening of tenders.

- 1.03 In case of B.I.S. (formerly I.S.I) codes/specifications are not available, the decision of the Engineer based on acceptable sound engineering practice and local usage shall be final and binding on the contractor.

- 1.04 However, in the event of any discrepancy in the description of any item as given in the schedule of quantities or specifications appended with the tender and the specifications relating to the relevant item as per CPWD specifications mentioned above, or in drawings the former shall prevail.

- 1.05 The work shall be carried out in accordance with the architectural, structural, plumbing and electrical drawings etc. The drawings shall have to be properly co-related before executing the work. In case of any difference noticed between the drawings, final decision, in writing of the Engineer shall be obtained by the contractor. For items, where so required, samples shall be prepared before starting the particular items of work for prior approval of the Engineer and nothing extra shall be payable on this account.

- 1.06 All materials to be used on works shall bear I.S. certification mark unless specifically permitted otherwise in writing. In case I.S. marked materials are not available (not produced), the materials used shall conform to I.S. code or CPWD specifications as applicable in this contract.

In such cases the Engineer shall satisfy himself about the quality of such materials and give his approval in writing. Only articles classified as "First Quality" by the manufacturers shall be used unless otherwise specified. All materials shall be tested as per provisions of the Mandatory Tests in CPWD specifications and the relevant IS specifications. The Engineer may relax the condition regarding testing if the quantity of materials required for the work is small. Proper proof of procurement of materials from authentic manufacturers shall be provided by the contractor to the satisfaction of Engineer. Grade of cement used shall be 43 /53 unless otherwise specified explicitly. Reinforcement Steel used shall be of FE-415 unless otherwise specified.

- 1.07 In respect of the work of the sub-agencies deployed for doing work of electrification, air-conditioning, external services, other building work, horticulture work, etc. for this project and any other agencies simultaneously executing other works, the contractor shall afford necessary coordination and facilities for the same. The contractor shall leave such necessary holes, openings, etc. for laying / burrying in the work pipes, cables, conduits, clamps, boxes and hooks for fan clamps, etc. as may be required for the electric, sanitary air-conditioning, fire fighting, PA system, telephone system, C.C.T.V. system, etc. and nothing extra over the agreement rates shall be paid for the same.
- 1.08 Unless otherwise specified in the bill of quantities, the rates for all items of work shall be considered as inclusive of pumping out or bailing out water if required for which no extra payment will be made. This will include water encountered from any source such as rains, floods, subsoil water table being high or due to any other cause whatsoever.
- 1.09 Any cement slurry added over base surface (or) for continuation of concreting for bond is added its cost is deemed to have in built in the item unless otherwise / explicitly stated and nothing extra shall be payable or extra cement considered with consumption on this account.
- 1.10 The rate for all items in which the use of cement is involved is inclusive of charges for curing.
- 1.11 The contractor shall clear the site thoroughly of all scaffolding materials and rubbish etc. left out of his work and dress the site around the building to the satisfaction of the Engineer before the work is considered as complete.
- 1.12 Rates for plastering work (excluding washed grit finish on external wall surfaces) shall include for making grooves, bands etc. wherever required and nothing extra shall be paid for the same.
- 1.13 The rates quoted for all brick/concrete work shall be deemed to include making openings and making good these with the same specifications as shown in drawings and/or as directed. No extra payment shall be made to the contractor on this account.
- 1.14 Rates for all concrete/plaster work shall include for making drip course moulding, grooves etc. wherever required and nothing extra shall be paid for the same.
- 1.15 Rates for flooring work shall include for laying the flooring in strips / simple designs wherever required and nothing extra shall be paid for the same.
- 1.16 The quoted rate shall be for finished items and shall be complete in all respects including the cost of all materials, labour, tools & plants, machinery etc., all taxes, duties, levies, octroi, royalty charges, statutory levies etc. applicable from time to time and any other item required but not mentioned here involved in the operations described above. The client/HSCC/Employer shall not be supplying any material, labour, plant etc. unless explicitly mentioned so.

FORM OF BID

Name of Contract :

The scope of work related to "Construction of boundary wall" for LRS Institute of TB & Respiratory diseases, New Delhi".

1. Having examined the Conditions of Contract, Specifications, Drawings and Bill of Quantities for the execution of the above named works we, the undersigned, offer to execute and complete such works and remedy any defects therein in conformity with the Conditions of Contract, Specification, Drawing, Bill of Quantities for the sum(s) of

(In Figures) _____

(In words) _____

as specified in the Appendix to Bid or such other sums as many be ascertained in accordance with the said Conditions.

2. We acknowledge that the Appendix forms part of Bid.
3. We undertake, if our Bid is accepted, to commence the works within 07 days after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Bid.
4. We agree to abide by this Bid for the period of 120 days from the date fixed for receiving the same, and shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. We agree to treat the tender documents, drawings and other records connected with the works as secret and confidential documents and shall not communicate information described therein to any person other than the person authorised by you, or use the information in any manner prejudicial to the safety of the works.
6. Unless and Until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

7. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 20 _____

Signature _____ in the capacity of _____ duly authorised to sign Bid for and on behalf of _____.

Address _____

Witness _____

Address _____

Occupation _____

“Construction of Boundary wall” for LRS Institute of TB & Respiratory diseases, New Delhi

SUMMARY

Rupees

1 Civil works

Cost of Civil Works.

Total Cost :-

(Signature of the Tenderer)

PROJECT: Construction of Boundary Wall at LRSI TB Hospital , New Delhi**Bill Of Quantities****CIVIL WORKS AND SERVICES**

Item No	Description of Item	UNIT	Qty.	Rate in Figure	Rate in Words	Amount
1.00	EARTH WORK					
1.01	Earth work in excavation over areas (exceeding 30 cm in depth, 1.5m in width as well as 10 Sq.m. on plan) including disposal of excavated earth lead upto 50m and lift upto 1.5m, disposed earth to be levelled and neatly dressed.					
a)	All kinds of soil	CUM	1900.00			
1.02	Extra for disposal of excavated earth for every additional lead of 50m or part thereof upto 500m					
a)	All kinds of soil	CUM	1140.00			
b)	Every additional lead of 50m or part thereof	CUM	285.00			
1.03	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc., in layers not exceeding 20 cm in depth : consolidating each deposited layer by ramming and watering lead upto 50 m and lift upto 1.5m.					
		Cum	475.00			
1.04	Extra for every additional lift of 1.5 m or part thereof in:.					
	All kinds of soil					
a)	1.5m to 3.0m	Cum	570.00			
1.05	Supplying & Filling in plinth and other area with Jamuna sand including watering ,ramming, consolidating & dressing complete.					
		Cum	76.00			
2.00	CONCRETE WORK					
2.01	Providing and laying cement concrete of specified grade excluding the cost of centering and shuttering . All work upto plinth level.					
a)	1:4:8 (1 cement : 4 coarse sand :8 graded stone aggregate 40 mm nominal size).	CUM	69.00			

b) 1:5:10 (1 cement : 5 coarse sand :10 graded stone
aggregate 40 mm nominal size). CUM 7.00

3.00 REINFORCED CEMENT CONCRETE

3.01	Providing and laying in position specified grade of reinforced cement concrete excluding the cost of centering and shuttering, finishing and reinforcement		
i)	All works upto plinth level. 1:1.5:3 (1 cement:1.5 C.sand:3 graded stone aggregate 20 mm nominal size	Cum	190.00
3.02	Reinforced cement concrete work in walls (any thickness) including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers,abutments, posts and struts etc. up to floor five level excluding cost of centering, shuttering, finishing and reinforcement:		
i)	1: 1.5: 3 (1 cement: 1.5 C.Sand : 3 graded stone aggregate 20 mm nominal size.)	CUM	19.00
3.03	Centering and shuttering including strutting, propping etc.with steel tubes and extension piers or built up section of roll steel and steel shuttering up to 3.9 m height and removal of form for :		
a)	Foundations, footings, bases of columns, etc., for mass concrete.	SQM	1520.00
b)	Lintels, beams, plinth beams, girders, bressumers and cantilevers.	SQM	213.00
c)	Columns, Pillars,mullions, Piers, Abutments, Post and struts	SQM	274.00
3.04	Reinforcement for RCC work including straightening, cutting, bending, binding and placing in position complete.		
a)	Cold twisted bars/ Thermo mechanically treated bars as mentioned in the drawing.	Tonne	22.50

4.00 BRICK WORK

4.01	Brick work with bricks of class designation 75 in Cement mortar 1:6 (1cement : 6 fine sand)		
a)	all work upto Plinth Level	CUM	190.00
b)	In Superstructure		
i)	From plinth level to floor V level.	CUM	162.00

5.00 STEEL WORK

5.01	Steel work in Built up sections / frame work including cutting , welding, hoisting, fixing in position, making holes, repairing and applying a primer coat of approved steel primer using structural steel etc as required		
a)	in grating , frames, guard bars, ladder railing, fencing, bracket etc	Kg.	720.00

6.00 FINISHING

6.01	12 mm cement plaster of mix; 1:6 (1 cement: 6 fine sand)	SQM	760.00
6.02	15 mm cement plaster on the rough side of single or half brick wall of mix: 1:6 (1 cement: 6 fine sand)	SQM	1140.00
6.03	Finshing wall with water proofing cement paint of approved brand manufacutre and of required shade to give an shade: Snocem Plus		
a)	New work (three or more coats)	SQM	1900.00
6.04	Painting with synthetic enamel paint of approved brand and manufacture of required color to an even shade		
a)	Two or more coats on new work over an under coat of suitable shade of ordinary painting	SqM	47.00

7.00 DISMANTLING WORKS

7.01 Demolishing brick work including stacking of serviceable material and disposal of unserviceable material within 50 metres lead:

a) In cement mortar Cum 306.00

Miscellaneous works

8.01 Transportation and disposal of all trash/rubbish/material by trucks of 5 ton capacity from the site of work to the nearest dumping ground of the local authority, including loading, unloading and stacking etc. complete as directed by the Engineer. per trip 55.00

8.02 Providing and fixing of barbed wire of approved thickness and weight on boundary wall Kg. 190.00

8.03 Providing and fixing of 75mm dia. PVC rain water spouts for weep holes 400mm long at regular intervals in boundary wall Each 30.00

Total

Total Cost