

HSCC (India) Limited
Plot – 6(A), Block – E, Sector 1,
NOIDA – 201301
Uttar Pradesh

No. HSCC/SIC/PG-III/Tender/2008

23/12/ 2008

INVITATION FOR TENDER

HSCC (India) Limited, for and on behalf of “**Ministry of Health & Family Welfare, Govt of India, New Delhi**” invite tenders from eligible contractors/firms for the following works :

S.No.	Name & Description of work	Estimated Cost (Rs.)	Completion period of work (days)	Date of issue of tender document	Last date of submission (at HSCC Office, Noida)
1.	Miscellaneous Civil works at Sports Injury Centre, Safdarjung Hospital, New Delhi.	Rs.1,17,500.00	10 days	From 23/12/2008 to 29/12/2008 from 10-00AM to 3-00 PM	On 29/12/2008 upto 3-00 PM

The tender document (Condition of contract and drawings Vol-I and Bill of Quantity Vol-II) has been made available at HSCC website <http://www.hsccld.co.in> The interested applicants/firms may download and submit the tender for the work. Applicants are also advised to keep on checking the website regularly for amendments/clarification, if any. Interested applicants/firms may also see the tender document, which have been kept at dispatch counter of HSCC Corporate Office, Noida.

Interested contractors/firms may purchase the tender document in person from the office of HSCC (India) Limited, Noida on any working day as mentioned above on written request mentioning the name & description of work against a non-refundable fee of Rs.1,000/- through cash/demand draft in favour of HSCC (India) Ltd., Noida payable at Noida or download the document fro the website and submit it along with the pre-qualification document fee as above through demand draft.

The tender documents shall be submitted complete in all respects on or before due date and time as mentioned above. HSCC reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever.

General Manager (PG-III)

***CONDITION OF CONTRACT
AND DRAWING
VOL-I***

INSTRUCTIONS TO BIDDERS

A. General

1.0 Scope of work :

1.1 HSCC (India) Ltd. invites tender for the **Miscellaneous Civil works at Soprts Injury Centre, Safdarjung Hospital, New Delhi.**

1.2 The successful bidder will be expected to complete the works within 10 days from the date of commencement.

2.0 The Employer:

M/s HSCC (India) Limited, A Government of India Enterprise.

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

3.0 Information's to be submitted:

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

1. Power of attorney of the signatory of the bid to commit the bidder.
2. A Work plan clearly bringing out how the bidder proposes to carry out the work to achieve the quality and the time schedule.
3. Contractor should be govt. registered and work completed not less than worth Rs 2.50 lacs

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 .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 of Conditions of contract & Bill of Quantities

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 3 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 addenda.

- 8.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents.
- 8.3 To give prospective bidders reasonable time to take an addendum into account in preparing their bids, the Engineer shall extend as necessary, the deadline for submission of bids in accordance with Sub-Clause 16.2.

C. Preparation of Bids

9.0 Language of bid :

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

10.0 Documents comprising the bid :

The bid submitted by the bidder shall comprise the following :

- (a) Bid Security
- (b) 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.
- 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 30 days after the deadline for bid submission specified in Clause 16.

14.0 Bid security :

- 14.1 The bidder shall furnish, as part of his bid, a security amount of Rs. 3,000/-.
- 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 :

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 sealed envelop.

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.

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 Envelope shall be sealed addressed to the General Manager (PG-III), HSCC (India) Ltd, Plot No. 6(A), Block-E, Sector 1, Noida, Distt. Gautam Budh Nagar, Uttar Pradesh, Pin - 201301.

15.4 Envelope shall bear the following identification.

Name of work: - **Miscellaneous Civil works at sports Injury Centre, Safdarjung Hospital, New Delhi.**

15.5 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.
- 19.2 The Engineer will examine the bids to determine whether they are complete, whether the requisite bid securities have been furnished, whether the bids have been properly signed and whether the bids are generally in order.
- 19.3 Telegraphic/ fax offer will be treated as defective/ invalid and rejected. Only detailed complete bids received prior to the closing time and date will be taken as valid.
- 19.4 Only summary of prices quoted by the bidders will be read out.
- 19.5 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 The Engineer for any arithmetic errors will check bids determined to be substantially responsive. 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.

Section 2. Conditions of Contract

A. General

1.0 Definitions:

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

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

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

The Completion Date is the date when the Engineer notifies that the Employer can use the works.

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. Only the Engineer may revise the Intended Completion Date by issuing an Extension of time.

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

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

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

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

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

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

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

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

2.0 Interpretation:

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

3.0 Language and law:

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

4.0 Engineer's decisions:

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

5.0 Delegation:

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

6.0 Communications:

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

7.0 Sub-Contracting:

Deleted

8.0 Other Contractors:

Deleted.

9.0 Personnel:

Deleted

10.0 Removal of personnel

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

11.0 Contractor's risks:

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

Excepted Risks are:

- a.
 - (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - (ii) Rebellion, revolution, insurrection, or military or usurped power, or civil war,
 - (iii) 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 affect 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 an insurance may be made either with the approval of the Engineer or as a result of general changes imposed by the insurance company with which the insurance policy is effected.
- 12.5 Both parties are to comply with conditions of the insurance policies.

13.0 Indemnities:

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

14.0 Site Investigation report:

Deleted

15.0 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 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:

Deleted

19.0 Safety:

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

20.0 Discoveries:

Deleted.

21.0 Possession of the site:

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. Sole arbitrator who shall be appointed by Chairman cum Managing Director, HSCC, shall settle such arbitration. The arbitration shall take place in New Delhi unless both parties agree otherwise. Neither party shall be limited in the proceedings before the arbitrator to the evidence or arguments put before the Engineer for the purpose of obtaining his said decision. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator on any matter whatsoever relevant to the dispute or difference referred to the arbitrator as aforesaid. The reference to arbitration may proceed notwithstanding that the works shall not then be or be alleged to be complete provided always that the obligations of the Employer, the Engineer and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works.

B. Time Control

25.0 Program:

- 25.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for his approval a program showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 25.2 The Contractor is to submit to the Engineer an updated program as required by the Engineer.
- 25.3 The Engineer's approval of the program does not alter the Contractor's obligations. The Contractor may revise the program and submit it to the Engineer again at any time. A revised program is to show the effect of Variations.

26.0 Extension of the intended completion date:

Deleted

27.0 Acceleration:

Deleted

28.0 Delays ordered by the Engineer:

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

29.0 Management meetings:

- 29.1 The Engineer and/ the Contractor may be required the other to attend a management meeting. The business of a management meeting is to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 29.2 The Engineer is to record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for action to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

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:

Deleted

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 proforma (prepared at the cost of Contractor).
- 40.2 The Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 40.3 The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

41.0 Payments:

The Employer is to pay the contractor the amount certified by the Engineer within 30 days after completion of work.

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:

Deleted

45.0 Liquidated damages:

Deleted

46.0 Advance payment:

46.1 Deleted.

47.0 Securities:

47.1 Contractor is to maintain all risk policies related to the works till completion of the works

47.2 The Employer is to notify the Contractor of any claim made against the institution issuing the security.

48.0 Day works:

48.1 Deleted

49.0 Cost of repairs:

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

E. Finishing the Contract

50.0 Completion:

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

51.0 Taking over:

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

52.0 Final account:

52.1 The Contractor is to furnish to the Engineer a detailed account of the total amount which he considers is payable to him under the Contract. 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.

Section 3. Contract Data

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

The following documents are also part of the Contract :

	Clause Reference (Conditions of contract)
*The Contractor's Bid and Letter of Acceptance	[1]
*The Conditions of Contract	[1]
*The Drawings	
*The Bill of Quantities	[35]
The Engineer is :	General Manager (PG-III) or any other officer nominated from time to time by Chairman Cum Managing Director(CMD) of Hospital Services Consultancy Corporation (I) Ltd. Plot 6(A),Block-E, Sector-1,Noida, Distt. Gautam Budh Nagar, Uttar Pradesh-201301.
*The Start Date is as notified in the letter of Acceptance	
*The Intended Completion Date for the whole work is 10 days from Date of Start.	[17]
*The Site is located at Safdarjung Hospital, New Delhi	[1]
*The Defects Notice Period is 10 days]	
*The Defects Correction Period is 3 days.	[33,34]
*The language of the Contract is English	[3]
*The law which applies to the Contract is the law of the Union of India, Jurisdiction is High Court of Delhi only	[3]
*Arbitration procedure to be used shall be Arbitration and Conciliation Act 1996 or the latest amended.	[24]
*Appointing Authority for the arbitrator	[24]
*Place where arbitration will take place: New Delhi.	[24]
*The currency of the contract is the Indian Rupees.	
*The proportion of payments retained is 10%. Limited to 5% of contract value.	[44]
*The liquidated damages for the whole of the Work are Rs.1, 000/- per day.	[45]
*Maximum liquidated damages shall be 5% of the Contract price.	[45]

HSCC

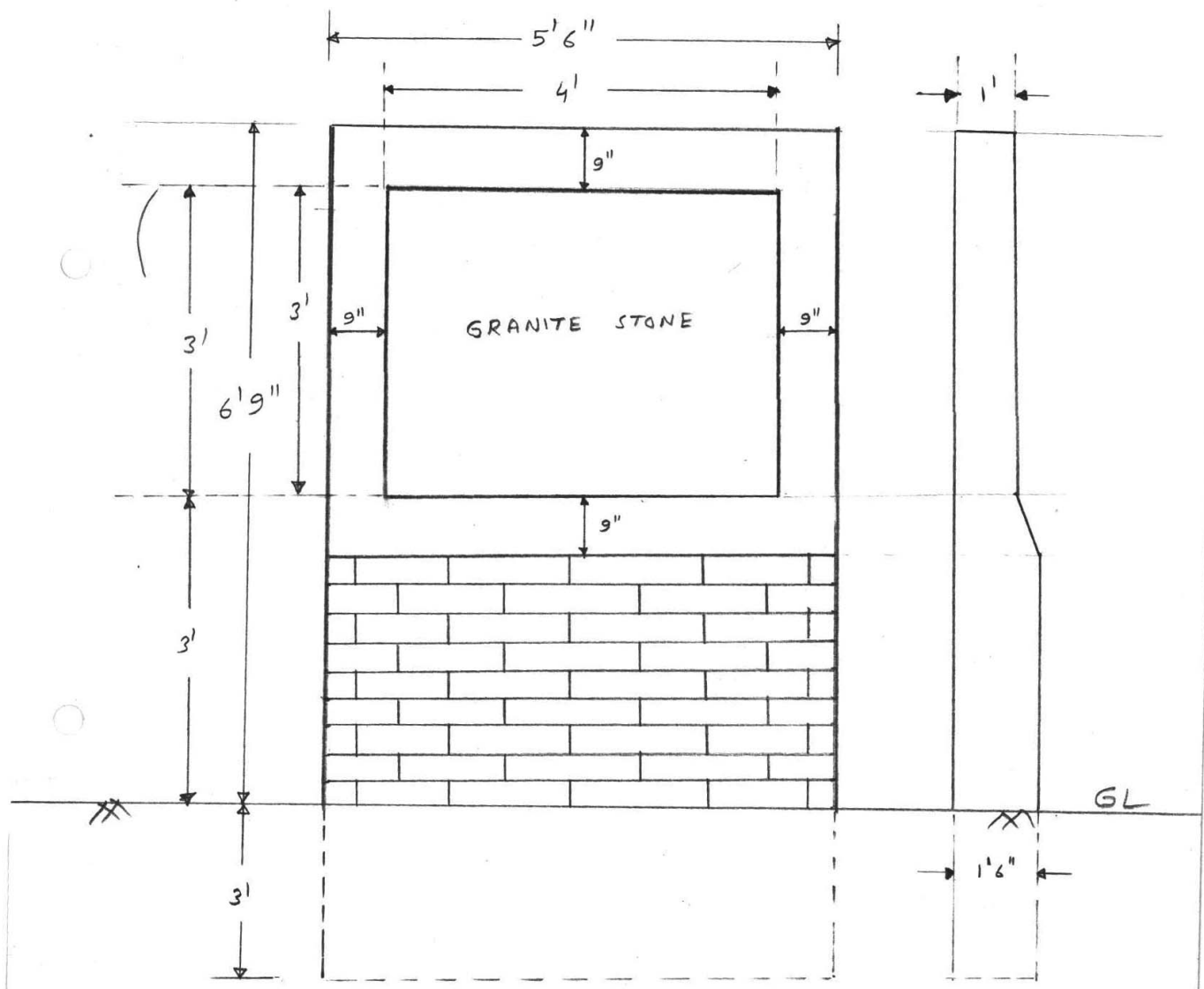
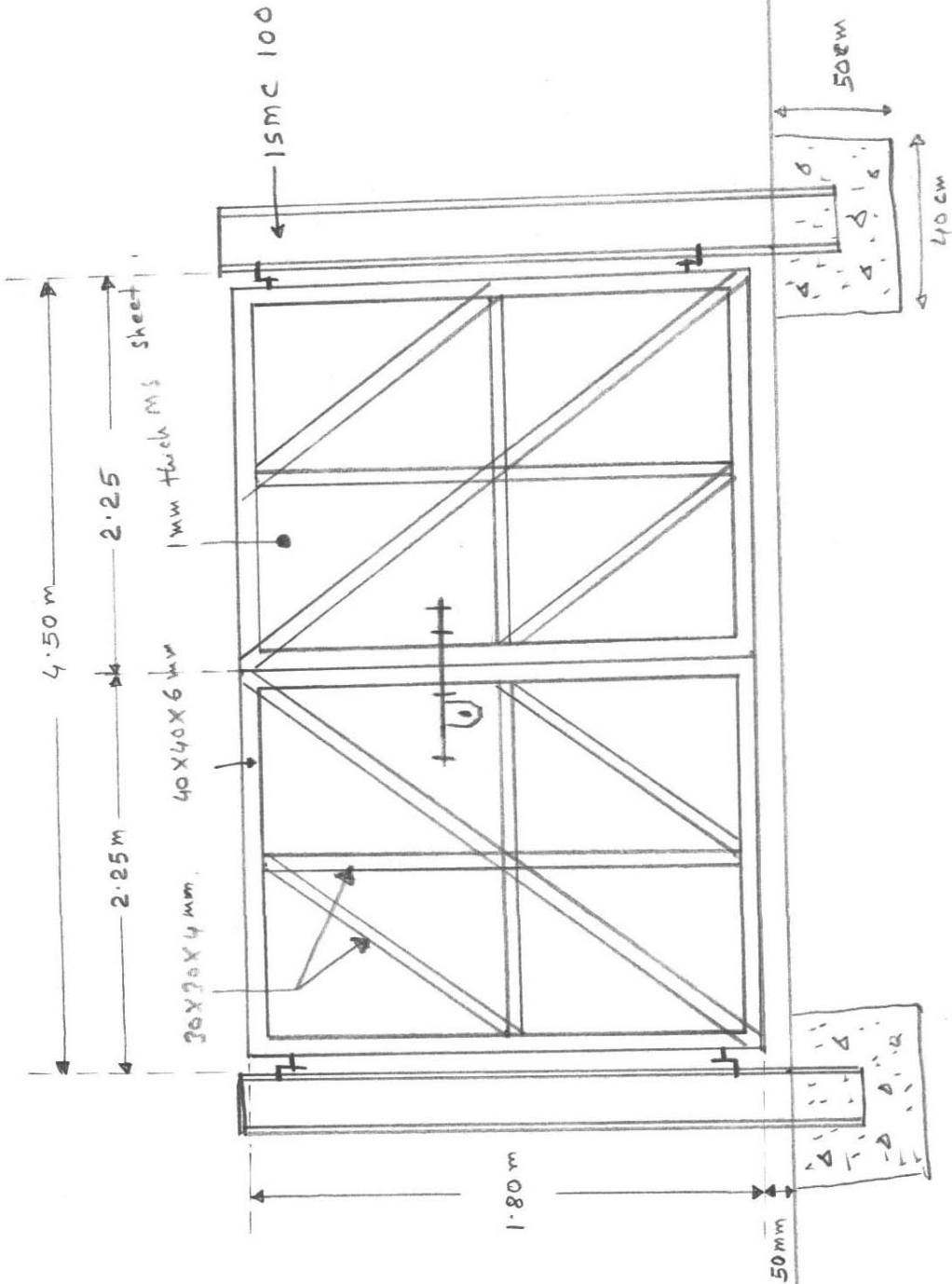


Fig - FOUNDATION STONE

Doc No HSCC/SIC/MSC/01/08

HSCC, NOIDA

SIC-sec 4 sec - Page-17



[Signature]

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Fig: GATE

**BILL OF QUANTITY
VOL-II**

BILL OF QUANTITY

BOQ of minor items at Sport Injury Center at Safdarjung Hospital , New Delhi.

Sl.no	Description of items	Unit	Quantity	Rate	Amount
1.	Dismantling steel work for self supported steel single/tower in in built up sections in angles, tees, flats and channels including all gusset plates, bolts, nuts, cutting rivets, welding etc. up to a height of 30m including dismembering and stacking within 50metres lead. (Appx. Wt of each tower is 3.00 Tones)	Each	2.00		
2.	Providing and fixing 1mm thick M.S. sheet gate with frame of 40x40x6mm angle iron, diagonal 30X30X4mm angle iron and 3mm M.S. gusset plates at the junctions and corners, all necessary fittings complete, including providing and grouting of two nos of ISMC 100 for fixing of gate as per drawing no hsc/sic/misc/02/08.	Sqm.	15.00		
3.	Surface dressing of the ground by mechanical means/manual means over area including removal of debris/embanked earth/construction material etc. and leveling the complete areas as per direction of engineer etc.	Sqm	3000.00		
4.	Removal of the rubbish up to a distance of 100 m outside the periphery of the area cleared including loading /unloading.	Cum	50.00		
5.	Extra for carrying the Rubbish/Mulwa to a distance of 30KM and over.	Cum	50.00		
6.	Construction of inaugural block made out of Brick work in CM 1:6, exposed surface plastered in CM 1:3 , complete in all respect as per drawing no hsc/sic/misc/01/08 .	LS	1.00		

Signature of Contractor