

**Ministry of Health & Family Welfare
(GOVERNMENT OF INDIA)
Ministry of Health & Family Welfare
Nirman Bhavan, Maulana Azad Road
New Delhi – 110011**

Tender for

**Design, Supply, Installation, Commissioning
of Medical Gas Pipeline and Manifold System
for Nizam's Institute of Medical Sciences,
Hyderabad
under PMSSY**

Volume -III

Specific Conditions of Contract

SEPTEMBER 2010

Tender No. MoHFW/HSCC/PMSSY/HYD /MGMS/2010

Consultant

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(A Govt. of India Enterprise)
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INSTRUCTIONS TO BIDDERS

A. General

1.0 Description of Works :

- The Scope of work comprises of
- (i) **‘Design, Supply, Installation, Testing & Commissioning of Medical Gas Pipe Line and Manifold System and associated works for Nizam’s Institute of Medical Sciences, Hyderabad under PMSSY and their maintenance during Defects Liability period including design & preparation of detailed shop drawings, obtaining approval from local authorities as required, completion certificates and all others local Statutory requirements if any, from the concerned authorities’** (hereinafter referred to as “**Part I**”).
 - (ii) **“Subsequent Comprehensive warranty and maintenance of Part I for a period of Four Years”** (hereinafter referred to as “**Part II**”).

1.1 All the terms and conditions, undertakings of PQ documents under which the agency has been pre qualified for this work will have to be strictly followed and will be treated as part of this tender documents in addition to other terms and conditions of the tender documents.

1.2 The Employer

Ministry of Health & Family Welfare , New Delhi shall be the principal Employer / employer / owner for **the Works**. All documents relating to Labour License, submission of drawings to statutory authority for obtaining necessary clearance etc is to be signed/endorsed by **Nizam’s Institute of Medical Sciences (NIMS), Hyderabad**, who is the consignee for this project.

1.3 In these documents wherever the word Tender/ Tenderer/ Tendering has been used. The same may be considered synonymous with Bid/ Bidder/ Bidding.

1.4 Time for Completion

The successful Bidder shall complete the whole Works (**Design, Supply, Installation, Testing & Commissioning**) within **Four (4) Calendar months** from Engineer's order to commence the Work.

2.0 Information to be submitted

2.1 Bids submitted shall include the following information:

- (a) Copies of original documents defining the constitution, legal status, place of registration and principal place of business of the company or firm
- (b) 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:

- i. Detailed programme in the form of a **PERT/CPM network** clearly bringing out details of start & completion of all important activities and also programme showing material & labour resources related to the above PERT/CPM network.
- ii. List of equipment along with details proposed to be used on the Works.
- iii. List and bio data of Engineers and other important staff members proposed to be employed on the Works.

3.0 Cost of Bidding

3.1 The Bidder shall bear all costs associated with the preparation and submission of his Bids and "The Employer" will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

4.0 Site Visit

4.1 The Bidder is advised to acquaint himself with the job involved, visit the Site & examine soil conditions (No report will be provided by Engineer), climatic conditions, labour, power, water, material availability, transport and communication facilities, environmental regulations, laws and bye-laws of Statutory bodies of Govt. of Andhra Pradesh and the Govt. of India and collect all information that will be necessary for preparing the Bid and entering into a Contract.

The cost of visiting the Site and collecting information for the purpose of submission of the Bid shall be to the Bidder's account.

4.2 The Bidder and any of his personnel or agents will be granted permission by the Employer to enter upon the Site for the purpose of such inspection, but only upon the express condition that the Bidder, his personnel or

agents will release and indemnify the Employer and Employer's Personnel and agents from and against all liability in respect thereof and will be responsible for personnel injury (Whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expense however caused, which, but for the exercise of such permission would not have arisen.

B. Bid Documents

5.0 Content of Bid Documents

5.1 The Bid Documents comprise the following:

Volume I = Pre Qualification Document

Volume II = General Conditions of Contract

Volume III = Comprising :

- Instructions to Bidders
- Specific Conditions of Contract
- Additional Specific Conditions of Contract relating to Medical Gases Pipe Line and Manifold System
- Sample Forms of Securities
- Sample Form of Agreement

Volume IV = Technical Specifications

Volume V = Bill of Quantities

5.2 The Bidder is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the Bid documents. Failure to comply with the requirements of the Bid Documents will be at the Bidder's own risk.

Bids, which are not substantially responsive to the requirements of the Bid documents, will be rejected. **Bidders are requested to clear their queries before submission of bids and submit bids without conditions.**

6.0 Clarification on Bid Documents

6.1 A prospective Bidder requiring any clarifications on the Bid documents may notify the Engineer in writing or by telex or cable at the Engineer's mailing address indicated in the Bid documents. A meeting of the prospective Bidders shall be held at which the Engineer will respond to any request for clarification which he receives before the scheduled date and time of the pre-bid meeting. Written copies of the Engineer's response (including an explanation of the query but without identifying the source of the inquiry) will be sent to all prospective Bidders who have received the Bid documents.

7.0 Amendment of Bid Documents

7.1 At any time prior to the dead line for submission of Bids, the Engineer may for any reason, whether at his own initiative or in response to a clarification requested by the prospective Bidder, modify the Bid documents by amendment.

7.2 The amendment will be sent to all prospective Bidders who have received the Bid documents, to arrive not later than 3 days prior to the original or extended deadline for submission of Bids, in writing or by telex or cable and will be binding upon them. Prospective Bidders should promptly acknowledge receipt thereof by telex or cable to the Engineer.

7.3 In order to afford prospective Bidders reasonable time in which to take an amendment into account in preparing their Bids, the Engineer may, at his discretion, extend the deadline for the submission of Bids.

C. Preparation of Bids

8.0 Language of Bid

8.1 The Bid prepared by the Bidders and all correspondence and documents relating to the Bid exchanged by the Bidder and the Engineer shall be written in the English Language.

9.0 Documents comprising the Bid

9.1 The Bid to be prepared by the Bidder shall comprise of the following: the Bid and Appendix thereto, the Bid Security, the Bill of Quantities; the Schedules of Supplementary information, and any other materials required to be completed and submitted in accordance with the instructions to Bidders embodied in these Bid documents. The Forms, Bill of Quantities and Schedules provided in these Bid documents shall be used without exception.

9.2 All documents issued for the purpose of Bidding as described in Clause 5.1 and amendments issued in accordance with Clause 7, shall be deemed incorporated in the Bid. Bid Documents prepared and submitted in accordance with Clause 14 and 15 shall be returned by Bidders to the Employer along with the submission of the Bid.

10.0 Bid Prices

10.1 The Bidder shall fill the rates against each item of Bill of Quantities both in words and figures in the blank spaces provided in the respective columns. Item for which no rate or price is entered by the bidder will not be paid for by the employer/Engineer and its price shall be deemed to be included and covered in the others rates and prices in the bill of quantities. The quantity of execution of such item shall be as per requirement and as such there will be no limit. Correction, if any, shall be made by crossing out, initialling, dating, stamping and rewriting. Wherever in any head if the same items are appearing and contractor has quoted different rates, contractor shall be paid the lowest quoted rate for such items.

10.2 All duties, taxes including works contract tax and other levies and cess payable by the Contractor under the Contract including Contractors profit and over heads etc. or for any other cost shall be included in the rates and prices and the total amount of Bid submitted by the Bidder. The evaluation and comparison of Bids by the Engineer shall be made accordingly.

10.3 The rates and prices quoted by the Bidder shall be fixed for items complete in all respect for the duration of the Contract and not subject to adjustment on any account except as otherwise provided in the conditions of Contract.

10.4 The Bidder shall fill his most competitive rates in the first instance as no negotiations shall be made after opening of the Tenders except if required with the lowest Bidder.

11.0 Bid Validity

11.1 The Bid shall remain valid and open for acceptance for a period of **120 days** from the last date fixed for receiving the same.

11.2 In exceptional circumstances prior to expiry of the original Bid validity period, the Engineer may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing or by cable or telex. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will neither be required nor permitted to modify his Bid, but will be required to extend the validity of his Bid Security correspondingly.

12.0 Bid Security

12.1 The Bidder shall furnish, as part of his Bid, a Bid Security of the amount of **₹ 13,40,000/- (Thirteen Lakhs Forty Thousand only) having validity period of 120 days from the last date fixed for receiving of bid.** No deviation shall be permitted from this.

12.2 The Bid Security shall be in the form of a Demand Draft/Pay Order in favour of "**HSCC (India) Ltd.**" drawn on any Nationalised bank/Scheduled bank payable at New Delhi/Noida or Bank Guarantee as per Annexure C of Volume III (SCC).

12.3 Any Bid not accompanied by an acceptable Bid Security will be straightaway Rejected.

12.4 The Bid Securities of unsuccessful Bidders will be returned as promptly as possible but not later than 30 days after the expiration of the period of Bid validity prescribed by the Employer.

12.5 The Bid Security of the successful Bidder will be returned upon the Bidder executing the Contract and furnishing the required Performance Security.

12.6 The Bid Security may be forfeited

- a) If a Bidder withdraws his Bid during the period of Bid validity.
- b) In the case of successful Bidder, if he does not :
 - i) enter into the Contract, or
 - ii) furnish the necessary Performance Security
 - iii) agree to arithmetic corrections made as per terms of Bid documents.
 - iv) Submitted any misleading information during prequalification and or tendering process.

13.0 No interest will be payable by the Engineer on the Bid Security amount cited above.

14.0 Format and Signing of Bid

14.1 The Tender shall be filled & signed only by the firm/ corporation/joint venture in whose name the Tenders have been issued. The Bid shall be typed or written in indelible ink and duly signed by a person or persons duly authorised to being the Bidder to the Contract. Proof of authorization

shall be furnished in the form of written Power of Attorney, which shall accompany the Bid.

14.2 All pages of Bid shall be initialled and stamped by the person signing the Bid where entries or amendments have been made.

14.3 The complete Bid shall be without alterations interlining and erasures except those to accord with instruction issued by the Engineer or as necessary to correct errors made by the Bidder in which case such correction shall be initialled by person signing the Bid.

D. Submission of Bid

15.0 Sealing, Marking & Submission

15.1 The Bid shall be submitted in accordance with the procedure detailed herein. Specified documents shall be enclosed in envelope of appropriate size each of which shall be sealed.

- (i) Envelope No. 1 : Shall contain the Prequalification document (Volume I) and Bid Securities as indicated in Clause 12 of these Instructions to Bidders.
- (ii) Envelope No. 2 : Shall contain covering letter and the other Bid documents duly signed including the following :
 - (a) Power of attorney of person authorised to sign the Bid. In case the Bid is submitted by a joint venture, each of the partners of the joint venture to sign the Bid on their behalf and the Bid of the joint venture shall authorise the person signing the Bid to do so on their behalf.
 - (b) Original Bid documents (all pages) (Volume II, III, IV,) duly signed and stamped.
 - (c) Documents regarding constitution of Bidder as indicated in Clause 2.1 of these Instructions to Bidders.
 - (d) Certificate of Registration.
 - (e) All the information as stipulated in clause 2.0 under information to be submitted
 - (f) Schedule for submission of design, drawing and all other shop drawings etc.

(g) Schedule for Supply, Installation, Testing & Commissioning, **PERT Chart** and Schedule for manpower to be deployed at Site.

(iii) Envelope No. 3 : Shall contain only the Bill of Quantities and rates/prices (Volume V) duly filled in and signed and stamped without any conditions whatsoever. Bids containing any conditions in Envelope No. 3 are liable to be summarily rejected.

The Contractor must fill up price against each item of BOQ (Volume-V) both in words and figures in the blank spaces provided in the respective columns. The rates written in words shall prevail in case of any variation between the rates mentioned in figure and words.

Please note that the price should not be indicated in any of the documents enclosed in Envelope no. 1 & 2. Non-compliance shall entail rejection of the Bid.

No rates to be quoted for the items where nil quantity is mentioned against that item. Indicating NIL quantity does not mean that this item will not be operated in the work. Rate of item quoted under any section of Bill of Quantity is interchangeable and minimum rate quoted for the same item under any section will be taken for payment.

15.2 The Bidder shall seal the Bid.

15.3 All the above three envelopes shall be sealed in a fourth envelope and addressed to The Chief General Manager (Civil), HSCC (India) Ltd., E-6(A), Sector - 1, Noida, UP - 201 301.

15.4 All the above envelope shall bear the following identification:

Name of work :. **Design, Supply, Installation, Testing & Commissioning of Medical Gas Pipe Line and Manifold System and associated works for Nizam's Institute of Medical Sciences, Hyderabad under PMSSY**

Tender number, Due date and Time.

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, HSCC (India) Ltd., not later than **14.00 hours of the designated date** .

16.2 The Engineer may, at his discretion, extend the deadline for submission of Bids through the issuance of an amendment in accordance with Clause 7 in which case all rights and obligations of the Employer and the Bidders previously subject to the deadlines shall thereafter be subject to the new deadline as extended.

17.0 Late Bids

17.1 Any Bid received by the Employer/Engineer after the prescribed deadline for submission will liable to be rejected and will be returned unopened to the Bidder.

18.0 Modification and Withdrawal of Bid

18.1 The Bidder may modify or withdraw his Bid after Bid submission, provided that modification or notice of withdrawal is received in writing by the Engineer prior to the prescribed deadline for submission of Bids.

18.2 The Bidder's modification or notice of withdrawal shall be prepared, sealed, marked and despatched in accordance with the provisions for the submission of Bids. Notice of withdrawal may also be sent by telex or cable but shall be followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

18.3 No Bid may be modified subsequent to the dead line for submission of Bids.

18.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of validity of the Bid specified. Withdrawal of a Bid during this interval may result in the forfeiture of the Bid Security.

18.5 Subsequent to the expiration of the period of validity of Bids prescribed in the Bid documents, a successful Bidder who has not been notified by the Engineer of the Award of the Contract may withdraw his Bid without penalty.

E. Bid Opening and Evaluation

19.0 Bid Opening

19.1 Bids shall then be opened in the office of HSCC (I) Ltd., at Plot - 6 (A), Block - E, Sector - I, Noida, Uttar Pradesh - 201 301, half an hour after the prescribed time for Bid 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.

The bids of the bidders who are not pre-qualified, shall not be opened further.

Envelope No. 2: of the bidders who are prequalified shall be opened next at a subsequent date to be intimated in advance to such eligible Bidders.

Bids of parties who do not accept the conditions laid above in the Bid documents are also liable to be rejected.

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 stamped 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 of the Bids will be taken as valid.

19.4 The Bidder's 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 those bidders, whose bid is found to be generally in order and substantially responsive shall be opened either at the Bid opening or at a subsequent date to be intimated in advance to such eligible Bidders.

19.5 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 After the public opening of Bids, information relating to the examination, clarification, evaluation and comparisons of Bids and recommendations concerning the Award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.

20.2 Any effort by the Bidder to influence the Employer/ Engineer in the process of examination, clarification, evaluation and comparison of Bids and decision concerning Award of Contract may result in the rejection of the Bidder's Bid.

21.0 **Clarification of Bids**

21.1 To assist in the examination, evaluation and comparison of Bids, the Engineer may ask Bidders individually for clarification of their Bids, including breakdowns of unit prices. The request for clarification and the response shall be in writing or cable or telex, but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction or arithmetical errors discovered by the Engineer during the evaluation of the Bids in accordance with Clause 24 hereof.

22.0 **Determination of Eligibility & Responsiveness**

22.1 The Engineer will determine whether the Bid is substantially responsive to the requirements of the Bid documents.

For the purpose of this Clause, a substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bid documents without any deviation or reservation.

22.2 A Bid, which in relation to the cost estimates of the Engineer is unrealistically priced and which cannot be substantiated satisfactorily by the Bidder may be rejected as non responsive.

23.0 **Correction of Errors**

23.1 Bids, determined to be substantially responsive will be checked by the Engineer for any arithmetical errors in computation and summation. Errors will be dealt by the Engineer as follows :

- a) Where there is discrepancy between rates indicated in figures and in words, rates in words will govern.
- b) Incorrectly added totals will be corrected.

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- c) In case of any clerical error between rates indicated in figures and words, the rate in words shall prevail. In case there is any inconsistency between the rate and the value extended (after multiplication with the tender quantity), the rate quoted shall prevail.

23.2 If a Bidder does not accept the correction of errors as outlined above, his Bid will be rejected.

24.0 Evaluation and Comparison of Bids

24.1 Only such of the Bids as have been determined to be substantially responsive to the requirements of the Bid documents, in accordance with Clause 22 will be evaluated. Other non-responsive Bids will be rejected.

24.2 Bidders shall note that no preference of any nature will be given to any Bidder notwithstanding any custom, usage or instructions to the contrary.

24.3 Evaluation of the Bids will take into account, in addition to the Bid amounts, the following factors:

- a) Arithmetical errors corrected in accordance with Clause 23.
- b) Such other factors as the Engineer considers may have a potentially significant impact on Contract execution price and payments.

24.4 Offers, deviations and other factors, which are in excess of the requirements of the Bid documents or otherwise result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in Bid evaluation.

24.5 Price adjustment provisions applying to the period of execution of the Contract shall not be taken into account in Bid evaluation except to the extent specifically stated in the Contract.

F. Award of Contract

25.0 Award Criteria

25.1 Subject to Clause 26, Engineer will Award the Contract after prior approval by the Employer to the Bidder whose Bid has been determined to be eligible and to be substantially responsive to the Bid documents and who has offered the lowest evaluated Bid of the Bill of Quantities calculated considering the sum total of the rates quoted for Part I and Part II,

provided further that the Bidder has the capability and resources effectively to carry out the Contract Works.

26.0 Engineer's Right to Accept any Bid, to Reject any or all Bids

26.1 Notwithstanding Clause 25, the Employer/Engineer reserves the right to 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.

27.0 Notification of Award

27.1 Prior to the expiration of the prescribed period of Bid validity, the Engineer will notify the successful Bidder by cable or telex or letter confirmed in writing by registered letter that his Bid has been accepted. Notification of award for both the parts may be made together or separately. Part II of the works is optional and the Consignee, (Nizam's Institute of Medical Sciences (NIMS), Hyderabad) reserves the right not to award the work and/or to reduce the duration of Part II.

27.2 The notification of Award will constitute the formation of the Contract.

27.3 Upon the furnishing by the successful Bidder of a Performance Security in accordance with the provisions of Clause 29, the Engineer will promptly notify the unsuccessful Bidders that their Bids have been unsuccessful.

28.0 Signing of Agreement

Upon the receipt of the notification of Award by the successful Bidder, the successful Bidder shall fill the Agreement in accordance with form of Agreement included in the Bid documents and submit the same to the Engineer within two weeks of the date of receipt of notification of Award. The Engineer shall return the draft duly approved within one day from the date of receipt of the draft and the successful Bidder shall get the same engrossed, have the correct amount to stamp duly adjudicated by Superintendent of Stamps and thereafter return the same duly signed and executed on behalf of the successful Bidder, all at his own cost within 3 days from the receipt of the approved draft. The signing of the agreement shall be made separately for both the parts.

Nizams's Institute of Medical Sciences (NIMS), Hyderabad, who is the consignee for this Project, will directly enter into agreement with the successful bidder for Part II of the Works (Comprehensive Warranty & Maintenance) before the completion of the defect liability period of Part I

However, the operation of Part II of the works shall be at the sole discretion of the Consignee (Nizam's Institute of Medical Sciences (NIMS), Hyderabad) who reserves the right to award Part II of the Works and enter into an agreement for the Comprehensive Warranty & Maintenance Part II of the works.

No claim would be entertained from the successful bidder in case the Consignee (Nizam's Institute of Medical Sciences (NIMS), Hyderabad) does not award the work to the successful bidder.

29.0 Performance Security

- 29.1 Within 15 days of receipt of the Notification of Award from the Engineer, the successful Bidder shall furnish to the Engineer a Security in the form of a Bank Guarantee from Nationalised/Scheduled bank for an amount of 10 percent of the Contract sum. The Performance Security for Part I and Part II shall be submitted separately. The validity of the Performance Security for Part I shall be upto the end of the Defects Liability Period with 3 months claim period. The Performance Security for Part II shall be valid upto the end of the Comprehensive Warranty and Maintenance period as per the Notification of Award for Part II with a further 3 months claim period.
- 29.2 In cases, where the aggregate of expected Contract payment would at any time exceed the Engineer's estimate of actual work performed by more than the amount of Performance Security specified in Clause 29.1 such Security shall be increased accordingly at the expense of the successful Bidder.
- 29.3 Failure of the successful Bidder to lodge the required Bank Guarantee shall constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security, in which event the Engineer may make the Award to the next lowest evaluated Bidder or, if there are no other Bidders, call for new Bids.
- 29.4 Performance Security for Part I shall be released only
- (i) after the satisfactory completion of the Defects Liability Period and certification to this effect by the Consignee
 - and
 - (ii) entering into an agreement between the Consignee (Nizam's Institute of Medical Sciences (NIMS), Hyderabad) and the successful bidder for Part II of the works.
- 29.5 However, in case the Consignee exercises his right not to enter into an agreement for Part II of the Works, the Performance Security for Part I of the works shall be released on satisfactory completion of Clause 29.4(i).

29.6 Performance Security for Part II shall be released after the completion of Part II of the works and its certification by the Consignee (Nizam's Institute of Medical Sciences (NIMS), Hyderabad).

SPECIFIC CONDITIONS OF CONTRACT

The Conditions of Contract shall be GENERAL CONDITIONS OF CONTRACT in Volume II (hereinafter called the General Conditions) as modified or added to by the following Specific Conditions of Contract, which shall be read and construed with the General Conditions as if they were incorporated therewith.

Insofar as any of the Conditions of Specific Conditions of Contract conflict or be inconsistent with any of the General Conditions, the conditions of Specific Conditions of Contract shall prevail.

30.0 Definitions

- a) "PRINCIPAL EMPLOYER/ EMPLOYER " means **Ministry of Health & Family Welfare , Govt. of India, New Delhi**
- b) "Engineer" means **Chief General Manager(Civil) of HSCC (India) Ltd.** or any officer nominated by the Chairman-cum-Managing Director, HSCC (India) Ltd. to act as Engineer from time to time.
- c) Site Incharge means the HSCC incharge of work designated by the Engineer
- d) "Month" and "Year" and all dates shall be calculated according to the Gregorian Calendar.

31.0 Insurance of Works

All Insurances referred to in General Conditions shall be effected with an Indian Insurance Company incorporated and registered in India. All insurances and labour license to be submitted before commencement of works.

32.0 Guarantees

Performance Guarantees, Advance Payment Guarantee, Retention money Guarantee and any insurance policies entered into by the Contractor under the terms of the Contract, shall stipulate that the proceeds of any claim shall be payable to the **Employer**.

33.0 Certificates and Payments :

- a) The Contractor shall submit to *the* Engineer after the end of each period a detailed statement including measurements showing the estimated contract value of the Permanent Works executed up to the

end of the period together with particulars of other amounts to which he is entitled under the Contract.

- b) The statement shall be submitted on a printed proforma (prepared at the cost of the Contractor) approved by the Engineer along with soft copy of the same in a CD/Pen drive.
- c) The Contractor shall be paid periodically, on the certification of *the* Engineer, the amount due to him which shall be the sum of the following amounts :
 - i) Subject to and in accordance with Clause 21 of these Specific Conditions, the estimated value of the Permanent Works executed upto the end of the previous period less retention money named in the Bid, and
- d) Retention Money shall be deducted for Part I of the works only. Retention money at the rate of 10% (ten percent) shall be deducted from each interim certificate subject to the maximum of 5% (Five percent) of the contract price for Part I after approval by engineer.
- e) The Retention Money shall, subject to Clause 60.6 (a) & 60.6(b) of General Conditions of Contract, become due and shall be paid to the Contractor when the Engineer shall issue the Taking Over certificate notwithstanding that at such time there may be outstanding claims by the Contractor against *the* Employer, provided always that if at such time there shall remain to be executed by the Contractor any Works ordered during the Defects Liability Period pursuant to Clause 49.1, 49.2, 49.3, 49.4 and 50.1 of the General Conditions hereof, the Employer shall be entitled to withhold payment until the completion of such Works as much of the Retention Money as *the* Engineer may in his absolute discretion think fit.
- f) Payment against each running bill upon each of *the* Engineer's certificates shall be made by the HSCC (I) Ltd. acting for and on behalf of Employer or by the Employer directly within 30 working days after such certificate has been issued by the Engineer.

However, 75% of the estimated amount as determined by *the* Engineer of the payment due against the running bill shall be paid within 10 (Ten) working days after certification by the Engineer in the approved format and complete in all respects.

- g) The Engineer may at any time make any corrections or modifications to any certificate, which shall have been issued by him and shall have

power to withhold any certificate if the Works or any parts thereof are not being carried out to his satisfaction.

- h) The responsibility for making the payments or meeting other obligations to the Contractor in respect of all Works as certified by the Engineer shall be that of the Employer and not of the Engineer.
- i) After completion of work and prior to final payment, the contractor shall furnish to the engineer, a release of claim against the Employer arising out of contract, other than claims specifically identified, evaluated and excepted from the operation of the release by contractor.
- j) The following norms shall be followed for the purpose of estimating the contract value of works executed for certificate of payment:
 - A) 80% of BOQ rate shall be paid on receipt of equipment at Site and after inspection and passing and erection on prorata basis
 - B) 20% of BOQ rate shall be paid on satisfactory erection, installation and commissioning of entire system and successful completion of running tests and taking over and removal of all defects pointed out during previous tests, if any.

34.0 Settlement of Disputes - Arbitration

Sub Clause 67.1, 67.2, 67.3 and 67.4 of G.C.C. shall be followed.

35.0 Address

- a. The address of the Employer is as follows :
**Ministry of Health & Family Welfare,
Govt. of India, Nirman Bhavan,
New Delhi.**
- b. The address of the Engineer is as follows
**Chief General Manager (Civil),
HSCC (India) Ltd.,
Plot - 6 (A), Block - E, Sector - 1,
Noida, Uttar Pradesh - 201 301.**
- c. The address of the Contractor is

d. The address of the Consignee is as follows

**The Director,
Nizam's Institute of Medical Sciences,
Punjagutta
Hyderabad, Andhra Pradesh.**

**36.0 THE FOLLOWING SHALL BE READ IN ADDITION TO CLAUSE 34.1
TO THE GENERAL CONDITIONS**

36.1 Labour

36.1.1 Engagement of Labour

The contractor shall make his own arrangement for engagement of all labour, local or otherwise, and, save insofar as the contract otherwise provides, for the transport, housing, feeding and payment thereof.

36.1.2 Supply of water

The contractor shall provide at his own cost adequate quantity of drinking water on the site to the satisfaction of the Engineer's Representative for the use of contractor's and the Engineer's staff and work people, sub contractor and site visitors.

36.1.3 Alcoholic Liquor or Drugs

The Contractor shall not import, sell, give, barter or otherwise dispose of any alcoholic liquor, or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his sub-contractor, agents or employees.

36.1.4 Arms and Ammunition

The Contractor shall not give, barter or otherwise dispose off to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

36.1.5 Festivals and religious Customs

The Contractor shall in all dealing with labour in his employment have due regard to all recognised festivals, days of rest and religious or other customs.

36.1.6 Epidemics

In the event of any outbreak of illness of an epidemic nature, the contractor shall comply with and carry out such regulation, orders and

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- requirements as may be made by the government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.
- 36.1.7 Disorderly Conduct, etc
The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the works against the same.
- 36.1.8 Observation of legislation etc.

The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, regulation and bylaws including all statutory amendments and re-enactments and acts that may be passed in future either by state or the central Government or local authority, including, Indian Workmen's compensation act, contract labour (Regulation and Abolition) Act 1970 and equal remuneration Act 1976. Factories Act, Minimum wages Act provident fund regulations employees provident fund Act and Schemes made under same act, Health and sanitary arrangements for workmen, Insurance and other benefits and shall keep the employer indemnified in case any action is commenced for contravention by the contractor. If the Employer is caused to pay or reimburse any amount for non-observance of the provision of this clause on the part of the contractor the engineer shall have the right to deduct from any moneys due to the contractor or recover from the contractor personally any sum required or estimated to be required for making good the loss or damage suffered by the Employer. all registration and station inspection fees if any in respect of his work pursuant to the contract shall be to the account of the contractor.
- 36.1.9 Fair Wages

The contractor shall pay the labours engaged by him on the work not less than a fair wages, which expression shall mean, whether or time or piecework, the respective rates of wages as fixed by the public works department as fair wages for the area payable to the different categories of Labourers or those notified under the minimum wages act for corresponding employees of the employer whichever may be higher.
- 36.1.10 The contractor shall notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to the labourers indirectly engaged on the works including any labour engaged by subcontractor in connection with the said works as if the labourers has been immediately employed by him.
- 36.1.11 Notices

The Contractor shall before he commences the work display and correctly maintain in clean and legible condition at a conspicuous place on the site notices in English and in a local language spoken by the majority of the workers, stating therein the rate of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Engineer.

36.1.12 Wage Records

The Contractor shall maintain records of wages and other remuneration paid to his employees in such form as may be convenient and to the requirement of the Employer/Engineer and the conciliation officer (Central) Ministry of labour, Government of India, or such other authorised person appointed by the central or state government and the same shall include the following particulars of each worker:

- I) Name works number and grade
- II) Rate of daily or monthly wage.
- III) Nature of work on which employed.
- IV) Total number of days worked during each wage period.
- V) Total amount payable for the work during each wage period.
- VI) All deduction made from the wage with details in each case of the ground for which the deduction is made.
- VII) Wage actually paid for each wage period.

36.1.13 The contractor shall provide a wage slip for each worker employed on the works.

36.1.14 The wage record and wage slips shall be preserved for least 12 months after the last entry.

36.1.15 Inspection of wage Records

The contractor shall allow inspection of the aforesaid wage records and wage slip to the engineer and to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Employer or any other person authorised by him on his behalf.

36.1.16 The Employer and the Engineer or any other person authorised by them on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observation of the fair wages clause. He shall also have the power to investigate into any complaint regarding any default made by the contractor or sub-contractor in regard to such provision.

36.1.17 The Employer shall have the right to deduct from money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non payment of the aforesaid fair wage, except on account of any deduction that may be permissible under any law for the time being in force.

36.1.18 Representation of parties

- (i) A workman shall be entitled to be represented in any investigation or enquiry under this clause by :-
 - (a) An officer of a registered trade union of which he is a member.
 - (b) An officer of a federation of trade union to which the trade union referred to in previous sub-clause is affiliated.
 - (c) Where the worker is not a member of any registered trade union, by an officer of a registered Trade union connected with or by any other workmen employed in the industry in which the workers is employed.
- (ii) The contractor or sub-contractor shall be entitled to be represented in any investigation or enquiry under this clause by an officer of an Association of Employers of which he is a member.
- (iii) No party shall be represented by a legal practitioner in any Investigation or enquiry under this clause, unless all parties agree.

36.1.19 Safety Provision

The contractor shall comply with all the precautions as required for the safety of the workman by I.L.O convention (NO.62)as far as they are applicable to the contract. The contractor shall provide all necessary safety applications, gears like goggles, helmets, masks, etc. to the workmen and the staff.

The contractor shall be responsible for observance by his sub contractor of the forgoing provisions

36.1.20 Footwear

The contractor shall at his own expense provide footwear for all labour engaged on concrete mixing work and all other type of work involving the use of tar, cement, etc. to the satisfaction of the Engineer or his

Representative, and on his failure to do so the Employer shall be entitled to provide the same and recover the cost from the Contractor

The contractor shall deliver to the Engineer's representative at his office on the site a return in detail in such form and at such interval as the Employer/Engineer may prescribe showing the supervisory staff and the number of the several classes of labour from time to time employed on the site.

36.2 Variation in price

No Variation shall be payable in price on account of labour, material (General) , POL and / or any other account. Also no variation/escalation shall be payable on account of time over run if any in completion.

36.2.1 Subsequent Legislation

If, after the date seven days prior to the latest date for submission of Bids for the Works, there occurs changes to any National or State Statute, Ordinance, Decree or other law or any regulation or bye-law of any local or other duly constituted authority or the introduction of any such statute ordinance, etc. which causes additional or reduced cost, the same shall be certified by the Engineer and shall be paid by or credited to the Employer and the Contract Price adjusted accordingly. Notwithstanding the foregoing such additional or reduced cost shall not be separately paid or credited if the same shall already have been taken into account in the indexing of any inputs to the price adjustments formula in accordance with the provisions of Sub-Clauses (1), (2), (3), (4) and (5) of this Clause.

The following items are not to be included in the price adjustment calculations:

- a. Liquidated Damages.
- b. Retention money withheld and released.
- c. Advance payments in the form of loan and their repayments.
- d. Value of any additional or varied work valued at current price.
- e. Payment to nominated subcontractors included as "Provisional sums" or "Prime cost" items in the Contract Price.

37.0 Taxation

The Contractor shall pay all taxes, duties, levies, work contract tax, Building and Other Construction Workers Cess etc. of the Government provisions of the Income tax Act or as per the advice of the Income Tax Authority. Deduction of Income tax/ Works Contract tax/ other taxes, duties, cess shall be made from each certificate of payment as per the relevant provisions of the Income tax Act or as per the advice of the Income tax Authority/ other Competent Authorities.

38.0 Co-ordination Meeting

The Contractor shall be required to attend co-ordination meetings with the Engineer, the Consultant and the other Contractors during the period of Contract as instructed by the Engineer. All costs incidental to such interaction shall be to the Contractor's account and no claim will be entertained by the Employer/Engineer on this account.

38.1 Engineer's visit to site

The contractor/his representative shall be required to be present during periodical site visit of the engineer along with all the drawings and details required by the engineer and make a good vehicle available to the engineer during his period of stay in town. The contractor will make all the places accessible for the smooth visit of engineer at site. The contractor will take all permissions and to make all the arrangements for visit of any place or any local authority concerned related to the works.

39.0 Special Applications

39.1 Site Information

The proposed Site for the Design, Supply, Installation, Testing & Commissioning of Medical Gas Pipe Line and Manifold System and associated works for Nizam's Institute of Medical Sciences, Hyderabad under PMSSY is located at Nizam's Institute of Medical Sciences (NIMS), Hyderabad (Andhra Pradesh).

39.2

39.2.1 Contractor's Working Area

Suitable working area will be provided by the Engineer to the Contractor. The Contractor may have to carry out some cutting / filling work for making his working area. The cost of all such Works shall be deemed to have

been included in the rates and prices quoted for the Works and no extra payment shall be made on this account.

39.2.2 Contractor's Temporary Structures

The Contractor may, at his own expense and subject to the approval of the Engineer and statutory authorities, construct offices, stores, Workshop in the area allocated to him and remove the same as per the orders of the Engineer on completion of Works. The Contractor shall furnish such details of his Temporary Works as may be called for by the Engineer and the Contractor shall satisfy the Engineer as to their safety and efficiency. Engineer may direct those Temporary work which he considers unsafe or inefficient be removed and replaced in a satisfactory manner. The Contractor shall immediately follow Engineer's directions/instructions.

The Contractor shall make his own arrangement at his own expense for labour camp / accommodation of his labour and staff and their conveyance to Ste as no workers/ staff shall unless with the specific approval of the Engineer be allowed to stay within the Site. Gate passes shall be issued by the Engineer to authorise the Contractor's staff and workers to enter the Site.

39.2.3 Procurement of Various Materials

The Employer will not supply any materials required for the Works under this Contract. The Contractor must, therefore, make his own arrangements for timely procurement of various materials.

39.2.4 Water Supply & Power Supply

The Contractor shall make his own arrangement for water supply at Site for drinking as well as works related purposes at his own cost. The Contractor shall also make his own arrangements for power supply at Site for construction, testing & commissioning of all services and general use at his own cost. Non-availability of power supply and/or water from whatever source shall not entail any additional claims or extension of Contract period in this account.

39.2.5 Telecommunications

The Contractor shall apply to the P&T authorities for the necessary telephone and communication lines at his cost.

39.2.6 to 39.2.7 Not Applicable

39.2.8 Testing of Materials

All materials used in the works shall be subject to inspection and test. The Contractor shall carry out sampling of such materials as per the appropriate Indian Standards and/or as directed by the Engineer. The contractor shall deliver the samples of materials and concrete test cubes to the site office of the Engineer at site office/Site Testing Lab in a manner as directed by engineer who will inspect the same and then order for testing of materials.

The Contractor shall arrange for testing of materials at outside testing laboratories if necessary.

The delivery of the samples shall be undertaken by the Contractor.

The cost and charges for sampling of materials and delivering the same to the office of the Engineer and/or other places including all incidentals in connection with the same as directed by the Engineer and the testing charges there of shall be borne by the Contractor and shall be deemed to be included in the rates and prices quoted in the Bill of Quantities. The results of the tests carried out shall be binding on the Contractor who shall comply with any rectification measures that the Engineer may deem fit and order to be executed by the Contractor as a result of testing.

39.3 (a) Working drawings/ shop drawings/Design :

The drawings supplied by the engineer have been listed in the tender documents.

These drawings are indicating for the purpose of detailing the intent and requirement of the contracts. The contractor shall take into consideration by space allocated for equipments before ordering them to ensured that the equipment would fit in the space provided with necessary clearances required as per the relevant standard/ manufactures recommendations.

Detailing and shop drawings for the works will have to be done by the contractor based on the schematics and other details provided by HSCC or local authorities. The work will be executed by the contractor based on the approved drawings from the concerned authority and accordingly contractor will be responsible for obtaining final NOC/clearance, if any, from concerned authority.

The contractor shall submit to the Engineer for approval details of all proposed equipments, accessories, equipment characteristics and capacity details of all equipment, accessories and devices etc. as per the specifications and required by the Engineer.

These drawings and details shall also contain details of construction, size, arrangement, operating clearances, performance characteristics and capacity of all items of equipments and also details of all related items of work by other discipline.

All drawings to be signed by authorised contractor's representative with name, seal and date before submission to Engineer.

39.4 "AS MADE" Drawings

The Contractor shall supply two complete sets of "As Made" Drawings on polyester tracing film 75 micron thick and also on computer pen drive and three prints showing details of all the Works as executed. The drawings and prints shall be delivered to the Engineer within one month of completion of the various Sections of the work or at such other times as directed by the Engineer. The drawings shall be fully dimensioned with the Engineer's standard title block or as approved by the Engineer. The cost of making the "As Made" drawings shall be deemed to be included in the rates quoted in the Bill of Quantities.

39.5 Deleted

39.6 Programme of Work and Progress Reports

The Contractor shall submit to the Engineer within one week of the Award of the Contract, six copies of detailed Schedule showing in an approved form the estimated dates of commencement and completion of different parts of the Works including the expected dates for completion of the various Sections of the Works. The detailed Schedule shall be such as it can be updated quarterly or as directed by the Engineer. Six copies of the revised Schedule shall be supplied to the Engineer as and when it is revised. The schedule will be in two parts. The first part will consist of schedule for detailing & preparation & submission of shop drawings and second part of schedule for execution. The schedule will be only detailing of original schedule submitted alongwith tender.

The Contractor shall submit to the Engineer before the second day of every week, a progress report for the preceding week showing the upto date progress and progress during the preceding week on all items of each section of the Works in relation to and in consideration of the detailed Schedule.

39.7 Metric Units

Metric units have been used in the specifications and on all the drawings.

If any materials described in the Contract or ordered by the Engineer are described by dimensions in the metric units and the Contractor can not in accordance with the Contract, procure such materials in the measure specified in sufficient time to avoid delay in the performance of his other obligations under the Contract, but can obtain such materials in other measure to dimensions approximating to those described in the Contract or ordered by the Engineer, then the Contractor shall henceforth give notice to the Engineer of these facts stating the dimensions to which such materials are procurable in the other measure. As soon as practicable after the receipts of any such notice the Engineer shall give an order to the Contractor which shall either

- (a) Direct the Contractor to supply such materials to the dimensions stated in his said notice to be procurable instead of the dimensions described in the Contract or originally ordered by the Engineer, or
- (b) Direct the Contractor to make some other variation whereby the need to supply such materials to the dimensions described in the Contract or originally ordered by the Engineer will be avoided.

40.0 Rates/Prices

The quoted rates/prices for the items shall be complete in all respect including all labour, material, plant and machinery, tools and tackles, including water & electricity, all taxes, duties, levies, octroi, statutory levies, cess applicable from time to time and others as specified in SCC etc. The contractors attention is invited towards different floor finish and their respective finish levels as indicated in architectural drawings, and nothing extra will be payable for additional mortar bed required to achieve uniform finished levels. The Contractor should quote his rates/prices accordingly for the complete items in all respects.

41.0 Compliance of Statutory Obligations for obtaining completion Certificates:

The Contractor shall comply all the statutory obligations and obtain all required clearances to implement the project without any financial repercussions to HSCC/Employer and ensure all follow up actions with the local authorities in this respect for smooth completion of the project. All statutory charges to get any NOC, clearances from local authorities to be obtained by the contractor and the charges towards the NOC shall be reimbursed after submitting the bills/documentary evidences along with RA bills/final bill.

The contractor is required to submit the relevant drawings like completion Drawings and any other statutory documentary

requirements of local bodies in copies as per requirement to obtain the above etc. at their own cost.

42.0 Deleted

43.0 Unpriced Bids

The unpriced copies of the purchase orders of major items/equipments and of subcontracts placed by the Contractor shall be furnished to the Engineer.

44.0 Milestone

The contractor shall submit mile stones for procurement of all the bought out items and completion of all the major activities including details of manpower proposed to be engaged for each activity.

45.0 Terms & Conditions of Pre-qualification

All the terms & conditions & prequalification criteria's of prequalification document of invitation of prequalification are to be strictly complied during tenancy of contract.

46.0 Stores and Materials

46.1 The contractor shall provide every thing necessary for the proper execution of the work according to the intent and meaning of the drawings, Bill of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can be reasonably inferred there from. In case of any discrepancy in the drawings or between the drawings, Bill of quantities and specification, the more stringent shall be followed. The decision of the Engineer in this regard will be final and complied with.

47.0 Supply of Equipment

Equipment shall be strictly as per specifications/standards given in the Bid documents and approved by the Engineer.

47.1 The Contractor shall submit manufacturer's test certificates of equipment supplied.

47.2 The Contractor shall submit the original "Excise Paid Certificates", and exit Gate passes form manufacturer's factory/works clearly bearing the batch numbers and date of despatch.

48.0 Working Drawings etc.

- 48.1 The Contractor shall within 15 days of signing of the Contract, prepare and submit to the Engineer for approval, 2 sets of detailed working/shop drawings of systems/equipment, indicating the layout of the equipment, fabrication details, foundation details for equipment, electrical drawings and other drawings as required for the execution of the works under the Contract.
- 48.2 The shop drawings shall also contain details of construction, size, arrangement, operating clearances, performance characteristics, and a capacity of all items of equipment, as also details of all related items of work by other disciplines.
- 48.3 If the Engineer makes any amendment in the above drawings, the Contractor shall supply two fresh sets of drawings with the amendments duly incorporated, along with the drawings on which corrections were made. After final approval has been obtained from the Engineer, the Contractor shall submit a further six sets of shop drawings for the exclusive use of and retention by the Engineer.
- 48.4 The shop drawings shall be submitted for approval sufficiently in advance of planned delivery and installation of any material, to allow Engineer ample time for scrutiny. No claims for extension of time shall be entertained because of any delay in the work due to failure to produce shop drawings in time.
- 48.5 Approval rendered on shop drawings shall not be considered as a guarantee of measurement or of building conditions. Where drawings are approved, said approval does not mean that drawings have been checked in detail nor does it in any way relieve the contractor from his responsibility of furnishing materials or performing work as required by the contract.

49.0 Completion Drawings

- 49.1 Following "AS BUILT" drawings shall be submitted by the Contractor on completion of the work :
- a. Installation drawings giving complete details of the entire equipment including foundations
 - b. Electrical drawings showing cable sizes, equipment capacities, control components and control wiring.

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- c. Schematic control drawings giving detailed sequence of operation and notes to explain the operation of the control circuit
 - d. Piping drawings showing all pipe sizes, valves and fittings indicating its location
 - e. Any other drawings to be supplied as per instructions of the Engineer

The drawings shall be cross checked and approved by the Engineer before acceptance.

50.0 Operation and Service Manuals

50.1 The Contractor shall submit 3 (three) sets of operation and service manuals in respect of the complete system/equipments including salient details of plant.

Following minimum details shall be furnished:

- i) Detailed equipment data as approved by the Engineer
- ii) Manufacturer's maintenance and operating instruction
- iii) Approved test readings

The Contractor shall also submit 4 (four) sets of technical literature on all automatic controls and complete technical literature on all equipment and materials. The Contractor shall frame under glass, in the Gases Manifold plant room all consolidated control diagrams and all piping diagrams.

51.0 Inspection at Contractor's Premises

51.1 The Engineer and his representatives shall at all reasonable time have free access to the Contractor's premises/works. The Contractor shall give every facility to the Engineer and his representative and necessary help for inspection and examinations and test of the materials and workmanship.

51.2 The Engineer's representative shall have full powers to inspect drawings of any portion of the work or examine the materials and workmanship of the manifold system/equipment at the Contractor's works or at any other place from where the material or equipment is obtained. Acceptance of any material or equipment shall in no way, relieve the Contractor of his responsibility for meeting the requirement of the specifications.

52.0 Subcontracting

The Contractor may subcontract part of the works with the written approval of the Engineer. However, subcontracting of any works shall not relieve the Contractor from the responsibility of supplying the equipments/materials and giving the performance of the Medical Gases Manifold System/equipments as per the conditions given in the Contract and the overall responsibility of the Contractor for compliance with the Contract terms does not alter by subcontracting.

53.0 Material Submittals

The Contractor shall submit material submittals for all equipment and machinery for the written approval of the Engineer before placing orders. The material submittals shall comprise of at least the following:

- a. Manufacturer's technical catalogues and brochures giving technical data about performance and other parameters
- b. Manufacturers drawings/ sketches showing construction, dimensional and installation details
- c. Rating charts and performance curves clarifying rating of equipment selected and proposed

54.0 Samples and Prototypes

The Contractor shall submit samples of items such as valves, controls, copper pipes, gas outlets and/or any other parts or equipment as required by the Engineer for prior approval in writing before placing the order. The Contractor shall also construct prototype or samples of work as laid down in the Contract or as instructed by the Engineer. Such samples and prototypes after approval shall be retained by the Engineer and shall serve as the standards to be achieved in final construction.

55.0 Testing and Commissioning

55.1 Tests on equipment as called for in the specifications shall be carried out by the Contractor in accordance with the specifications, the relevant Indian Standard Specifications and the relevant Indian and International Standards.

55.2 The initial tests shall include but not be limited to the following:

- a. To operate and check the proper functioning of all electrically operated components

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- b. To operate and check the proper functioning of all electrical panels, switch gears, safety and other controls
 - c. To check the systems against leaks in different circuits, alignment of motor, `V' Belt adjustments etc.
 - d. To check the vibration and noise levels of the equipment
 - f. Setting of all control and all such other tests which are essential for smooth functioning of the system including equipment and plants.
 - g. Leakage detection test for the complete pipeline distribution system
 - h. Check the operation and functioning of valves
 - i. Check proper functioning of complete safety system like alarms, interlockings etc.

55.3 The Contractor shall pay for and arrange without any extra cost, all necessary balancing and testing equipment, instruments, materials, accessories, power, water, fuel and the requisite labour for testing. Any defects in materials and/or in workmanship detected in the course of testing shall be rectified by the Contractor entirely at his own cost, to the satisfaction of the Engineer. The installation shall be tested again after removal of defects and shall be commissioned only after approval by the Engineer. All tests shall be carried out in the presence of the Engineer or the Engineer's representative.

56.0 Taking Over

56.1 After completion of the installation of the system/equipment and associated works, the same shall be put to a continuous running test for a period of 2 (two) days. All adjustments should be made prior to this test so that proper conditions/working are achieved during this testing.

The system/equipment will be provisionally taken over after successful completion of the above test and the Defects Liability Period shall commence after taking over of the system.

57.0 Operation of Plant

57.1 After provisional taking over of the plant user/owner shall provide staff for operation. Staff will work in close co-ordination with the Contractor for proper operation of the plant. This responsibility of the Contractor shall

continue till completion of test liabilities with respect to the plant or the Comprehensive Warranty/Defects Liability period, which ever ends later.

57.2 The user shall have the right to operate all equipments, if in operating condition, whether or not such equipments, have been accepted as complete and satisfactory. Repairs and alterations shall be made at such time as directed by the Engineer.

58.0 Comprehensive Warranty & Defects Liability Period

58.1 All the equipment, components and the Medical Gases Pipe Line and Manifold System as a whole shall be guaranteed for its performance and against any manufacturing defect.

The Defects Liability Period shall be valid for a period of 12 months from the date of satisfactory completion of works and issue of Completion Certificate.

The Comprehensive Warranty shall be valid for a period of Four years from the date of satisfactory completion of Defects Liability Period against Part-I scope of works. This shall be covered under Part-II of the Scope of Works.

The contractor shall guarantee that all equipment shall be free from any defect due to the defective materials and bad workmanship or any other cause and that the equipment shall work satisfactorily and that the performance and efficiencies of the equipment shall be not less than the guaranteed values. Any part found defective during the comprehensive warranty/defects liability period shall be replaced by the contractor at his own expense. The services of the Contractor's personnel, if requisitioned during this period for such work, shall be made available free of cost to the Employer. However, any consumables like medical gases, oil, etc are not covered under the comprehensive warranty /defects liability period.

58.2 The Contractor warrants comprehensively that the goods supplied under the contract is new, unused and incorporated all recent improvements in design and materials unless prescribed otherwise by the Employer in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per the Employer's specifications) or workmanship or from any act or omission of the Contractor, that may develop under normal use of the supplied goods under the conditions prevailing in India.

58.3 In case of any claim arising out of this warranty, the Employer/ consignee shall promptly notify the same in writing to the Contractor. Upon receipt of

such notice, the Contractor shall, within 8 hours on a 24(hrs) x 7 (days) x 365(days) basis, repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The Contractor shall take over the replaced parts / goods after providing their replacements and no claim, whatsoever shall lie on the Employer/Consignee for such replaced parts / goods thereafter.

- 58.4 In the event of any rectification of a defect or replacement of any defective goods during the Defects Liability period, the warranty for the rectified / replaced goods shall be extended to a further period of Twenty Four (24) months from the date such rectified / replaced goods starts functioning to the satisfaction of the Employer/Consignee.
- 58.5 If the Contractor, having been notified, fails to rectify / replace the defect(s) within 8 hours on a 24(hrs) x 7 (days) x 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the Employer/Consignee, at the risk and expense of the Contractor and without prejudice to other contractual rights and remedies, which the Employer/Consignee may have against the Contractor.
- 58.6 During Comprehensive Warranty/Defects Liability Period, the contractor is to perform preventive maintenance of the equipment/system regularly
- 58.7 The Contractor shall ensure continued supply of the spare parts for the machines and equipments supplied by them for 10 years after the expiry of Defects Liability period.

59.0 Maintenance

- 59.1 The Contractor shall provide comprehensive maintenance services for the complete Medical Gas Pipe Line and Manifold System as detailed below:
- (i) for a period of one year after the taking over under Defects Liability Period (under Part-I of scope of works).
 - (ii) for a period of four years after the completion of all obligations against Part-I of scope of works till the successful completion of the Comprehensive Warranty Period (under Part-II of Scope of Works).

The comprehensive maintenance services during this period shall be inclusive of all spares, accessories, manpower, tools and tackle, replacement of parts, routine servicing and maintenance of equipment/systems etc. complete in all respects. The consumables like water, electricity, medical gases during this period shall be arranged and provided by the Consignee. The Contractor shall carry out all routine and special maintenance of the equipment/plant/system and attend to any defects that may arise in operation of the equipments/system and plant. Consumable items required during the maintenance, loss of which is not

attributable to bad material and/or workmanship will be arranged by the Consignee without cost to Contractor.

60.0 Painting

60.1 All equipment and ancillary items such as pipes, supports etc., will be painted in approved manner, using standard colour scheme as approved by the Engineer.

61.0 Safe Custody and Storage

61.1 Safe custody of all machinery and equipment supplied by the Contractor shall be his own responsibility till the final taking over by the Employer. He should, therefore, employ sufficient staff for watch and ward at his own expenses. The Employer may, however, allow the Contractor to use any part of the building for temporary storage of his equipment, if such spaces are ready and available.

62.0 Training of Personnel

The Contractor shall arrange to train the Employer's personnel on the following aspects:

- a) Operation and routine maintenance of all equipments and the complete Medical Gases Manifold System.
- b) Adjustments of settings for controls and protective devices.
- c) Preventive maintenance
- d) Disassembling and assembling of equipments including identification and replacement of worn out parts.

63.0 Measurement of Works

63.1 All works shall be measured in units as specified in the bill of quantities against each item. In case the method of measurement for any item is not clarified in the specifications, the same shall be measured in accordance with the relevant standards/codes.

63.2 The Engineer may from time to time intimate to the Contractor that he required the works to be measured and the contractor shall forthwith attend or sent a qualified agent to assist the Engineer or Engineer's representative in taking such measurements and calculations and to furnish all particulars or give all assistance required by either of them. Should the contractor not attend or neglect or omit to send such agent, then the measurements of the works, carried out by the Engineer or his Representative shall be taken to be the correct measurements of the works, in accordance with the standard method of measurements, as in prevalent use.

The Contractor or his agent may at the time of measurement take such notes and measurements as he may require. The Contractor shall submit Running Bills supported by Detailed Measurement Sheets.

64.0 Variation in Quantities

64.1 The quantities given in the BOQ, drawings and/or specifications are for the guidance of the Bidder. The Contractor shall, however, be paid on the basis of actual quantities of works carried out.

ANNEXURE - A

FORM OF AGREEMENT

This Agreement made the _____ day of _____ 20_____ between **M/s Ministry of Health & Family Welfare, New Delhi** (hereinafter called "The Employer") represented by M/s HSCC (India) Limited; E-6(A), Sector-1, NOIDA (U.P)-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 **Design, Supply, Installation, Testing & Commissioning of Medical Gas Pipe Line and Manifold System and associated works for Nizam's Institute of Medical Sciences, Hyderabad under PMSSY** ("the Works") and has accepted a Bid by the Contractor for the execution and completion of the works and the remedying of any defects therein.

Now this Agreement witnessed as 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 Award;
 - (b) The said Bid;
 - (c) The General Conditions of Contract;
 - (d) Instructions to Tenderers and Specific Conditions of Contract;
 - (e) The Specification;
 - (f) The Drawings;
 - (g) The Priced Bill of Quantities;
 - (h) Any other relevant documents referred to in this Agreement or in the aforementioned documents
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter 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 other sums 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] for and on behalf of **M/s Ministry of Health & Family Welfare, New Delhi for the Design, Supply, Installation, Testing & Commissioning of Medical Gas Pipe Line and Manifold System and associated works for Nizam's Institute of Medical Sciences, Hyderabad under PMSSY.**

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 Nationalised Bank or Scheduled Bank)

To,

Ministry of Health & Family Welfare,
Government of India,
Nirman Bhavan,
New Delhi

Dear Sir,

In consideration of the **Ministry of Health & Family Welfare, New Delhi** for the (hereinafter called 'Employer') which expression shall include his successor and assignees represented by his Consultant, M/s. HSCC(India) 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 wherever the subject or context so permits include its successors and assignees) a Contract No _____ in terms inter alia, of the HSCC Letter No. _____ dated _____ and the General Conditions of Contract and upon the condition of the Contractor's furnishing Security for the performance of the Contractor's obligations and discharge of the Contractor's liability under and in connection with the said Contract upto a sum of Rs. _____ (Rupees _____ only) amounting to _____ percent of the total Contract value.

1. We, _____ (hereinafter called 'The Bank' which expression shall include its successors and assignees) 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 payable by the Contractor to the Employer 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 payable in respect of the above as specified in any notice of demand made by the Employer to the Bank with reference to this guarantee upto an aggregate limit of Rs. _____ (Rupees _____ only).
2. We _____ Bank Ltd. further agree that the Employer shall be sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the Employer 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-a-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total Contract value or to release or to forbear from enforcement of all or any of the Security and/or any other Security(ies) now or hereafter held by The Employer and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to the Employer hereunder or prejudice the rights of the Employer against the bank.
4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all monies payable to the Employer in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anywise 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 upto and until midnight of_____.
8. This guarantee shall be in addition to any other guarantee or Security whatsoever that the Employer may now or at any time anywise may have in relation to the Contractor's obligations/or liabilities under and/or in connection with the said Contract, and the Employer shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which the Employer may have or obtain and no forbearance on the part of the Employer in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its full liability hereunder.

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9. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any Security which The Employer may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealised.
 10. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said Contractor or the said bank shall not discharge our liability hereunder.
 11. We _____ the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.
 12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. _____ (Rupees _____) and this guarantee shall remain in force till _____ and unless a claim is made on us within 3 months from that date, that is before _____ all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities there under.

Dated _____ day of _____ 20

For and on behalf of Bank.

Issued under seal :

PROFORMA FOR BID SECURITY BANK GUARANTEE

(To cover payment of Bid Security and Conditions of Contract)

(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

To

Ministry of Health & Family Welfare,
Government of India,
Nirman Bhavan,
New Delhi

Dear Sir,

In consideration of your agreeing to accept Bank Guarantee for Rs. (Rupees) in lieu of payment from M/s having its /their registered office at (hereinafter called the Bidder) towards Bid Security in respect of your Tender no. calling for Tender forat and for due fulfilment of the terms and conditions of the said Tender, we hereby undertake and agree to indemnify and keep you indemnified to the extent of Rs..... (Rupees).

In the event of any loss or damages, costs, charges or expenses caused to or suffered by you by reason of any breach or non observance on the part of the Bidder of any terms and conditions of the said Tender, we shall on demand and without cavil or argument, and without reference to the Bidder, irrevocably and unconditionally pay you in full satisfaction of your demand the amounts claimed by you, provided that our liability under this guarantee shall not at any time exceed Rs (Rupees).

This guarantee herein contained shall remain in full force and till you finalise the Tender and select the Tender as per your choice and it shall in the event of the said Bidder being selected and entrusted with the said work, continue to be enforceable till the said Bidder executes the Agreement with you and commences the work as stipulated under the terms and conditions of the said Tender have been fully and properly carried out by the said Bidder and accordingly discharges the guarantee.

We also agree that your decision as to whether the Bidder has committed any breach or non observance of the terms and conditions of the said Tender shall be final and binding on us.

We under take to pay the Consultant any money so demanded by the Consultant notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings pending before any Court or Tribunal relating thereto, our liability under this present being absolute and equivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such a payment.

This guarantee shall continue to be in full force and effect for a period of 120 days from the date of submission of Bid. Notwithstanding the above limitations, we shall honour and discharge the claims preferred by you within thirty days of expiry of this guarantee.

We shall not revoke this guarantee during its currency except with your previous consent in writing. This guarantee shall not be affected by any change in Constitution of our bank or of the Bidder firm. Your neglect or forbearance in the enforcement of the payment of any money, the payment whereof is intended to be hereby secured or the giving of time for the payment hereto shall in no way relieve us our liability under this guarantee.

Dated this day of

Yours faithfully,

For

Signature & seal of the Bank (Authorised Signatory)

APPENDIX TO TENDER

Important Clause	Clause No.	Volume	Remarks
Amount of Performance Security	10.1	II	10% of the Contract Price
Minimum amount of third party Insurance	23.2	II	Rs. 10,00,000=00 for Any incident, no. of incidents Unlimited.
Period of commencement from Engineer's order to commence	41.1	II	Within one week
Amount of Liquidated damages	47.1	II	0.5% of Contract price per week of delay
Limit of Liquidated Damages	47.1	II	5% of Contract Price
Defect Liability Period	49.1	II	12 Months
Percentage of Retention	33 (g)	III	5% of Contract Price
Programme of work and updated progress reports	39.6	III	Programme updated monthly, progress reported weekly
Time of Completion	43.1 / 1.4	II / III	within 4 (Four) calendar months

ANNEXURE - E

PROFORMA FOR RETENTION MONEY BANK GUARANTEE
(On a stamp paper of appropriate value from any Nationalised /Scheduled Bank)

To,
Ministry of Health & Family Welfare,
Government of India, Nirman Bhavan,
New Delhi

Dear Sir,

In consideration of the **Ministry of Health & Family Welfare, New Delhi** for the **Design, Supply, Installation, Testing & Commissioning of Medical Gas Pipe Line and Manifold System and associated works for Nizam's Institute of Medical Sciences, Hyderabad under PMSSY** (hereinafter called Employer) which expression shall include his successor and assigns represented by his Consultant M/s. HSCC (INDIA) Ltd., Plot - 6 (A), Block - E, Sector - I, Noida, Uttar Pradesh - 201 301 (hereinafter called HSCC) having awarded to _____ (hereinafter referred to as the said Contractor or 'Contractor' which expression shall wherever the subject or context so permits include its successors and assigns) a contract No _____ in terms inter alia, of the HSCC Letter No. _____ dated _____ to execute **Design, Supply, Installation, Testing & Commissioning of Medical Gas Pipe Line and Manifold System and associated works for Nizam's Institute of Medical Sciences, Hyderabad under PMSSY** and the General Conditions of Contract and upon the condition of the contractor's furnishing guarantee for the retention of the contractor's obligations and discharge of the contractor's liability under and in connection with the said contract upto a sum of Rs. _____ (Rupees _____ only) amounting to 2.5% of the total contract value.

1. We, _____ (hereinafter called 'The Bank' which expression shall include its successors and assigns) having its branch office at _____ (a Company under the provisions of the Companies Act 1913 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 anyway 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 anyway payable in respect of the above as specified in any notice of demand made by the Employer to the Bank with reference to this guarantee upto an aggregate limit of Rs. _____ (Rupees _____ only).
2. We _____ Bank Ltd. further agree that The Employer shall be sole judge of and as to whether the said contractor has committed any

breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by The Employer/HSCC on account thereof and the decision of The Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by The Employer from time to time shall be final and binding on us.

3. The Employer shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Contractor's obligations and liabilities hereunder or to vary the contract or the work to be done thereunder vis-a-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/or any other security(ies) now or hereafter held by The Employer and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to The Employer hereunder or prejudice the rights of The Employer against the bank.
4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all monies payable to The Employer in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anywise 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 upto and until midnight of_____.
8. This guarantee shall be in addition to any other guarantee or security whatsoever that The Employer may now or at any time anywise may have in relation to the Contractor's obligations/or liabilities under and/or in connection with the said contract, and The Employer shall have full authority to have recourse to or

enforce this security in preference to any other guarantee or security which The Employer may have or obtain and no forbearance on the part of The Employer in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.

9. It shall not be necessary for The Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any security which The Employer may have obtained or obtain from the contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealised.
10. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of The Employer in writing and agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.
11. We _____ the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.
12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. _____ (Rupees _____) and this guarantee shall remain in force till _____ and unless a claim is made on us within 3 months from that date, that is before _____ all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities thereunder.

Notwithstanding anything contained herein,

- a) Our liability under this bank guarantee shall not exceed Rs. _____ (Rupees _____).
- b) This bank guarantee shall be valid up to _____
- c) We are liable to pay the guarantee amount or any part thereof under the Bank Guarantee only & only if you serve upon us as a written claim or demand on or before _____.

Dated _____ day of _____ 20

For and on behalf of Bank.
Issued under seal :