

**HSCC (I) Ltd.  
( A Govt. Of India Enterprise)**

**Tender**

**FOR**

**Providing & Fixing Window grill for HSCC (I) Ltd  
at E-6(A), Sector-1, Noida**

**Conditions of Contract, Instruction to bidders and specific  
condition of Contract  
Volume-I**

**February 2008**

**HSCC (INDIA) LTD.**  
(Consultants & Engineers for Mega Hospitals & Laboratories  
E-6(A), Sector-I, NOIDA (U.P.-201301 (INDIA))

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

Tender Notice

Tenders in sealed envelope are invited from the agencies **who are financial sound and having experience to execute the similar work. Name of work: - providing & fixing stainless steel & MS Window grill etc. at HSCC corporate office** E-6(A), Sector-1, Noida-201301. Estimated cost of work: 3.00 lakhs, completion period: one month. Interested registered agencies may obtain the tender documents in person on any working day upto 4<sup>th</sup> March 2008 till 14:00 hrs against a non- refundable fee of Rs. 1000/- payable in Cash/DD in favour of HSCC (India) Ltd. from any Nationalized/scheduled bank payable at NOIDA or tender document may also be downloaded from our website [www.hsccLtd.Co.in](http://www.hsccLtd.Co.in) and submitted along with the demand draft of Rs.1000/- in favour of HSCC (India) Ltd, Noida. **Complete document mentioning the work in sealed envelope is due for submission at above address latest by 5<sup>th</sup> March 2008 till 16 :00 hrs.**

Deputy Manager (C)

## **INSTRUCTION TO BIDDERS**

### **GENERAL**

#### **1.0. Description of Works**

**1.1** The site for Providing & Fixing Window grill & other associated works for **HSCC India Ltd corporate office at E-6 (A), Sector – 1, Noida**. The scope of work shall also include their maintenance during defect liability period.

#### **1.2. The Principal Employer/Employer**

HSCC India Ltd. shall be principal employer/employer/owner for the work at HSCC India Ltd corporate office at Sector – 1, Noida " All documents relating to labour license, submission of drawings to statutory authority for obtaining necessary clearance etc is to be signed/endorsed by Principal employer/employer/owner.

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

#### **1.4. Time for Completion & Commandment of works**

The successful bidder shall complete the works within 01(**one**) **calendar moths** from the date of placement of order. Commencement shall be within 2 days from the date of issue of work order.

#### **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.

#### **3.0. Cost of Bidding**

3.1. The bidder shall bear all costs associated with the preparation and submission of this 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, climatic conditions, labour, power, material availability, transport and communication facilities environmental regulations, laws and bye-laws of statutory local bodies 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 against all liabilities 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.

## **BID DOCUMENTS**

### **5.0. Content of Bid Documents**

5.1. The Bid Documents comprise the following:-

Volume I = General Conditions & Special Conditions of contract & instructions to bidder

Volume-II = Bill of Quantities

5.2. The bidder is expected to examine carefully all instructions, condition, 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.

### **6.0. Clarification of 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.

### **7.0. Amendment of Bid Documents**

7.1. At any time prior to the dead line for submission of bids, the Engineer may for reason, whether at his own imitative or in response to a clarification requested by the prospective bidder, modify the Bid Documents by amendment required nor permitted to modify his bid, but will be required to extend the validity of his bid security correspondingly.

### **8.0 Bid Security**

8.1 The bidder shall furnish a bid security of the amount of **Rs. 6,000.00 (six thousand only). No deviation shall be permitted from this.**

8.2. The bid security shall be in the form of a demand draft/pay order in favour of M/s. HSCC (India) Ltd., Plot-6(A), Block-E, Sector-I, NOIDA, UP-201 301 from any Nationalised bank/Scheduled bank.

8.3. Any bid not accompanied by an acceptable bid security will be straightaway rejected.

8.4. The bid securities of unsuccessfully bidders except L2 bidders will be returned as promptly as possible after receiving performance security from lowest bidder.

8.5. The bid security of the L1 & L2 bidders will be returned upon award of work to L1 bidder.

8.6. 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 the does not.

i) enter into the contract or

iii) agree to arithmetic corrections made as per terms of bid documents.

8.7 No interest will be payable by the engineer on the bid security amount cited above.

### **8.0 Bid Validity**

- 8.1 The bid submitted by the agency shall be valid for 06 (six) month from the date of submission.

#### **10.0 Format and Signing of Bid**

- 10.1 The tender shall be filled & signed only by the firm/corporation in whose name the tenders have been issued. The bid shall be typed or written indelible ink and duly signed by a person or person duly authorised to being the bidder to the contract.
- 10.2 All pages of bid shall be initialed and stamped by the person signing the bid where entries or amendments have been made.
- 10.3 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 initialed by person signing the bid.

#### **SUMBISSION OF BID**

#### **11.0 Sealing, Marking & Submission**

- 11.1 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 bid security as indicted above covering letter and the other bid documents.
- (ii) **Envelope No. 2:** Shall contain Volume I consist of Specifications & conditions of contract duly signed and stamped without any conditions whatsoever, Bids containing any conditions in Enveloped No. 2 are liable to be summarily rejected.
- (iii) **Envelope No. 3 :** Bill of Quantities( vol.II), and rates/prices duly filled in and signed and stamped without any conditions whatsoever,

The contractor must fill up price against each item of BOQ (Volume III) 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 1. Non-compliance shall entail rejection of the bid.

- 11.2 The bidder shall seal the bid.
- 11.3 All the above three envelopes shall be sealed in a fourth envelope and addressed to The Chief General Manager (P), HSCC (India) Ltd., Plot-6(A), Block-E, Sector-I, Noida, Uttar Pradesh-201 301.
- 11.4 All the above envelope shall bear the following identification.

Name of work:

**Providing & fixing window grill for HSCC India Ltd corporate office at E-6 (A), Sector – 1, Noida. Date and time.**

- 11.5 All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened if required.
- 11.6 All recipients for the purpose of submitting a bid shall treat the contents of the documents as private and confidential.

#### **12.0 Deadline for submission of bids**

- 12.1 Bids must be received by the Engineer, HSCC (I) Ltd., not later than as specified in NIT.
- 12.2 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.

### **BID OPENING AND EVALUATION**

#### **13.0 Bid Opening**

- 13.1 Bids shall be opened in the office of HSCC (India) Ltd. at Plot -6(A), Block-E, Sector-I, Noida, Uttar Pradesh-201 301, on intimated dates in presence of the bidders representative 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. Conditional Bids of parties shall be liable to be rejected.

- 13.2 Telegraphic/Fax offer will be treated as defective, invalid and rejected. Only detailed complete bids received prior to the closing the closing time and date of the bids will be taken as valid.

- 13.3 The bidder's names, general technical details, the presence of the requisite bid security and such other details as per Engineer, at his discretion may consider appropriate will be announced at the bid opening.

**Envelope No. 2:** Contain the sealed Tender documents like Instruction of bidder, General condition of contract shall be opened

- 13.3 (a) **Envelope No. 3** : Contain sealed price bid shall be opened of prequalified parties after intimation.

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

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

#### **14.0 Process to be Confidential**

- 14.1 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.

- 14.2 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 contact may result in the rejection of the bidder's bid.

#### **15.0 Clarification of Bids**

- 15.1 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.

#### **16.0 Determination of Eligibility Responsiveness-DELETED**

#### **17.0 Correction of Errors**

- 17.1 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.
  - c) In case of any clerical error between the rates indicated in figures and words, the rate in words would 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.
- 17.2 If a bidder does not accept the correction of errors as outlined above, his bid will be rejected.

### **18.0 Evaluation and Comparison of Bids**

- 18.1 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.
- 18.2 Bidders shall note that no preference of any nature will be given to any Bidder notwithstanding any custom, usage or instructions to the contrary.
- 18.3 Emulation of the bids will take into account, in addition to the bid amounts, the following factors.
- a) Arithmetical errors corrected in accordance with Clause 21.
  - b) Such other factors as the Engineer considers may have a potentially significant impact on contract execution price and payments.
- 18.4 DELETED
- 18.5 Price adjustment provision 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.

### **AWARD OF CONTRACT**

#### **19.0 Award Criteria**

- 19.1 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, provided further that the bidder has the capability and resources effectively to carry out the contract works.

#### **20.0 Engineer's Right to Accept any Bid, to Reject or all Bids**

- 20.1 Notwithstanding Clause 25, the Employer 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 bidders of the grounds for the Employer's/Engineer's action.

#### **21.0 Notification of Award**

- 21.1 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.
- 21.2 The notification of award will constitute the formation of the Contract.

#### **22.0 Signing of Agreement- DELETED**

#### **23.0 Performance Security- DELETED**

## **SPECIFIC CONDITIONS OF CONTRACT**

The Conditions of Contract shall be GENERAL CONDITIONS OF CONTRACT in Volume I (hereinafter called the General Conditions as modified or added to by the following specific condition 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 Condition, the conditions of specific conditions of contract shall prevail.

### **24.0 Definitions**

- a) "PRINCIPAL EMPLOYER/EMPLOYER" means HSCC India Ltd, through CGM (PG-II), HSCC India Ltd.
- b) "ENGINEER" Means The CHIEF GENERAL MANAGER (P) 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) "MONTH" and "YEAR" and all dates shall be calculated according to the Gregorian Calendar.

### **25.0 Insurance of Works, etc- DELETED**

### **27.0 Certification and Payments**

- a) The contractor shall submit to the Engineer after the end of each month a detailed statement including measurements showing the estimated contract value of the permanent works executed upto the end of the month 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.
- c) The contractor shall be paid monthly on the certificate 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 contract value of the permanent works executed upto the end of the previous month less retention money named in the bid, and
- d) Retention money at the rate of 5% (five percent) shall be deducted from interim certificate subject to the maximum of 5% (five percent) of the contract price.
- e) Payment upon each of the Engineer's certificates shall be made as follows :

75% of the estimated amount as determined by the Engineer of the payment due against the monthly running bill shall be paid within 7 (Seven) working days after submission of the bill of the contractor in the approved format and complete in all respects.
- f) The Engineer may at any time make any correction 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 part thereof are not being carried out to his satisfaction.
- g) The responsibility for making the payments or meeting order 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.'

- h) After completion of work and prior to final payment, the contractor shall furnish to the Engineer, a release of claims against the Employer arising out of the contract, other than claims specifically identified, evaluated and excepted from the operation of the release by the contractor.

**28.0 Settlement of Disputes-Arbitration**

In case of any dispute between Engineer & Contractor, the decision of CMD, HSCC India Ltd. will be final & binding.

**29.0 Address**

- a. The address of the Employer is as follows:

**HSCC India Ltd. E-6(A), Sector – 1, Noida –201301**

- b. The address of the Engineer is as follows

The CGM (P), HSCC (India) Ltd., Plot-6(A), Block-E, Sector-I, Noida, Uttar Pradesh-201 301

- c. The address of the Contractor is

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**30.1.12 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 requirements 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 wage period.
- v) Total amount payable for the work during each wage period.
- vi) All deductions made from the wage with details in each case of the ground which the deduction is made.
- vii) Wage actually paid for each wage period.

- 30.1.14 The wage records and wage slips shall be preserved for at least 12 months after the last entry.

Any financial repercussion due to above shall be borne by the contractor.

**30.1.15 Taxation**

The contractor and his staff shall pay all taxes, duties, levies etc. of the Government provisions of the Income. Tax Act or as per the advice of the Income Tax Authority. Deduction of Income-Tax/other taxes 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 authority.

**30.1.16 a) Special Instruction**

The contractor shall provide all stationary items required for billing.

**30.2.1 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 in the rates and prices quoted for the works and no extra payment shall be made on this account.

30.2.3 **Procurement of Various Materials- DELETED**

30.2.4 **Telecommunications**

Deleted

30.2.6 **Temporary Fencing**

Deleted

30.2.7 **Testing of Materials/field material testing**

All materials used in the work shall be subjected in inspection and tests on the expenses on contractor.

30.2.8 **Approval of Samples prior to use**

The contractor shall submit the samples of materials, he propose to use in the works for prior approval of the Engineer. Samples shall be kept at site for comparison with materials being used at site.

30.2.9 **Bar Bending Schedule- DELETED**

30.3 **Drawings to be Supplied by Engineer**

The Engineer shall supply to the contractor from time to time during the progress of the works such further drawings as will be necessary in his option for the proper and adequate execution and maintenance of the works in accordance with the design and or any modification thereof as decided by the Engineer and the contractor shall carry out the work in accordance with the said drawings. Any further drawing/detailing require shall be made by the contractor at his own expense.

Photographs to be submitted as and when required .

**APPENDIX TO TENDER**

<b>Important Clause</b>	<b>Volume</b>	<b>Remarks</b>
Period of commencement from Engineer's order to commence	1	2 days from the date of issue of work order
Amount of Liquidated damages	1	1/4% of contract price per week of delay.
Limit of liquidated damages	1	5% of contract price
Defect Liability Period	1	3 months
Percentage of retention	1	5%
Limit of retention money	1	5% of the contract price.
Time of Completion	1	01(one) calendar month.

**HSCC (I) Ltd.  
( A Govt. Of India Enterprise)**

**Tender**

**FOR**

**Providing & Fixing Window grill for HSCC (I) Ltd  
at E-6(A), Sector-1, Noida**

**BILL OF QUANTITY**

**Volume-II**

**February 2008**

**HSCC (INDIA) LTD.**  
(Consultants & Engineers for Mega Hospitals & Laboratories  
E-6(A), Sector-I, NOIDA (U.P.-201301 (INDIA))

<b>Providing &amp; fixing Window Grill for HSCC (I) LTD. At E-6(A), Sector-1, Noida</b>					
BILL OF QUANTITY					
Sl. No.	Description items	Quantity	Unit	Rate in Rs.	Amount in Rs.
1.00	Providing and fixing <b>M.S. window grills</b> of required pattern in frames of windows etc. with M.S. flats, square or round bars etc. all complete as directed.	200.00	Kgs		
2.00	Providing and fixing <b>Stainless steel window grills</b> of required pattern in frames of windows etc. with Stainless steel flats, square or round bars etc. all complete as directed.	600.00	Kgs		
<b>Total (in Rs.)</b>					