

**MINISTRY OF HEALTH & FAMILY WELFARE,  
GOVT. OF INDIA, NEW DELHI  
(Department of AYUSH)**

**TENDER**

**FOR**

**Supply, installation testing, commissioning of HVAC work for  
All India Institute of Ayurveda (AIIA) at Sarita Vihar, New  
Delhi .**

**VOLUME-III**

**(SPECIFIC CONDITIONS OF CONTRACT)**

**JANUARY 2011**



**HSCC (INDIA ) LTD.  
(CONSULTANTS & ENGINEERS FOR MEGA HOSPITALS & LABORATORIES)  
E-6(A), sector-1, NOIDA(U.P) 201301 (India)**

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**Tender No. HSCC/BU-II/171/AIIA/2010**

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# INSTRUCTIONS TO BIDDERS

## A. General

### 1.0 Description of Works :

The site for HVAC work for All India Institute of Ayurveda (AIIA) including AMC for one year at Sarita Vihar, New Delhi .

The Scope of work comprising of Supply, installation testing, commissioning of central HVAC works in a Multi-storied building including Plant Room Equipments like chillers, pumps, piping, control console, Hot water generators etc. in a newly constructing building. The scope of work shall also includes Air Handling Units, Cooling towers, G I & Aluminium Ducting, Basement Air Ventilation system and Exhaust system, Grill & diffusers and Fan coil unit etc. and their maintenance during defect liability period including & preparation of all detailed shop drawings, obtaining approval from local authorities for the works, completion certificates, occupancy certificate and all others local Statutory requirements if any, from the concerned authorities.

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

**Department of AYUSH, under Ministry of Health & Family Welfare , GOI, New Delhi** shall be the principal Employer / employer / owner for HVAC work for All India Institute of Ayurveda including AMC for one year at Sarita Vihar, New Delhi including Supply, installation testing, commissioning of HVAC works in a Multi-storied building including HT/ LT side, substation etc. in a newly constructing building.

All documents relating to Labour License, submission of drawings to statutory authority for obtaining necessary clearance etc is to be signed/endorsed by representative of the Employer.

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 within **15 (Fifteen) 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.
- iv. Details of new and used shuttering 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 Delhi 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 = Prequalification Document

Volume II = General Conditions of Contract

Volume II = Specific Conditions of Contract  
Comprising of:

- Instructions to Bidders

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- Additional Specific Conditions of Contract  
relating to  
(a) General

(b) HVAC works.

- Sample Forms of Securities

- Sample Form of Agreement

Volume IV = Technical Specifications

Volume V = Bill of Quantities

Volume VI = Tender Drawings

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 interested 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 within two weeks of the first date of the issue of the Tenders. 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 prequalification document duly filled with required information including all supporting documents, 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, building & labour cess etc and other levies 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 **Rs. 18,72,000/- (Rs. Eighteen lacs seventy two thousand only) having validity period of 180 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/Bank Guarantee 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.

12.3 Any Bid not accompanied by an acceptable Bid Security & tender fee document if downloaded 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 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 Bid Securities & tender document fee if downloaded 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.
  - (b) Original Bid documents (all pages) & drawing (Volume I, II, III, IV &VI) 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 drawing and all other shop drawings of HVAC works etc.
  - (g) Execution Schedule, **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 General Manager (C), HSCC (India) Ltd., Plot - 6 (A), Block - E, Sector - I, Noida, Uttar Pradesh - 201 301.
- 15.4 All the above envelope shall bear the following identification:
- Name of work: HVAC work for All India Institute of Ayurveda including AMC for one year at Sarita Vihar, New Delhi**
- 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., on or before **of the designated date & time.**
- 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 or client office , 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 & tender document fee if downloaded is not found as prescribed, the Bid shall be summarily rejected.

Envelope No. 2 : Shall be opened next. 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 : Shall contain the sealed price Bid. 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.
- 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, provided further that the Bidder has the capability and resources effectively to carry out the Contract Works before award of work, but in all the cases the time allowed for completion for whole work will remain 15 months only.

### **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.
- 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/three 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 agreement may be made together or separately for sections with respective client / HSCC Ltd, on behalf of the client.

## **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 5 percent of the Contract sum. The validity of the Performance Security shall be upto the end of the Defect Liability Period with 3 months claim period after expiry of defect liability period. Performance security for

the works to be submitted in the name of respective client / HSCC (I) LTD depending upon the case.

- 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.

## 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 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 **Department of AYUSH, under Ministry of Health & Family Welfare, Govt. of India, New Delhi**
- b) "Engineer" means **General Manager(C) 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. Depending upon the case, the insurance cover may be required either together for the whole work or separately for both the parts.

### 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 **Employers**.



### 33.0

#### **Certificates and Payments:**

- a) Deleted
- b) Deleted
- c) Deleted
- d) 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 up to the end of the month together with particulars of other amounts to which he is entitled under the Contract.
- e) 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.
- f) The Contractor shall be paid monthly, 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 month less retention money named in the Bid, and
  - ii) 75% of the value of materials expected to be consumed within 3 months of its delivery at Site for Permanent Works on the Site provided the Engineer is satisfied that the amounts for such materials are reasonable bearing in mind the requirements of Works, less deductions, if any as per Clauses 33(f) and 37 of these Specific Conditions and other Contract conditions.
- g) Deleted
- h) Retention Money
  - i) With in 15 days of award of work, The contractor shall furnish a bank Guarantee from any nationalised/Scheduled bank for an amount of 2.5%(Two & half) of the contract price in the form approved by the Engineer and having validity upto completion period with a claim period of three months as per format attached at Annexure-F.  
further retention money @ 5% (Five) shall be Deducted from each interim certificate from First RA bill subject to a

maximum of 2.5 %(Two & half) of the contract price and shall be released after defect liability period.

**Alternatively/or**

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 after approval by engineer.

- i) 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 Defect 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.
- j) Payment against each monthly R/A bills 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 monthly running bill shall be paid within 10 (Ten) working days after certification by the Engineer in the approved format and complete in all respects.
- k) 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.
- l) 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.
- m) 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.

- n) Contractor has to submit break up of BOQ rate to facilitate approval of interim payment by the Engineer. However final decision on break up of rates/ part rates to be paid in parts will be taken by Engineer
- o) Monthly bill not submitted in approved formats will not be accepted.

**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 :

**Department of AYUSH, Ministry of Health & Family Welfare , Govt. of India, Nirman Bhavan, New Delhi.**

- b. The address of the Engineer is as follows

**The General Manager (C), HSCC (India) Ltd., Plot - 6 (A), Block - E, Sector - 1, Noida, Uttar Pradesh - 201 301.**

- c. The address of the Contractor is

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**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 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, labour cess, work contract tax 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 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.

### **38.0 Co-ordination Meeting**

The Contractor shall be required to attend co-ordination meetings with the Engineer, the Consultant and other Contractors during the period of Contract at any suitable place 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. The contractor shall ensure that the meeting is attended only by their officials/ representatives at appropriate level and as directed by Engineer.

### **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 at their own cost 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 HVAC work for All India Institute of Ayurveda including AMC for one year at Sarita Vihar, New Delhi.

#### **39.2 Site Development**

- a) Proper pumping arrangement should be maintained at site for removing water from the basement at no extra cost.

- b) Proper arrangement of security, safety, transportation, manpower, lighting arrangement to be maintained during execution of works at night.
- c) For rapid execution of work, contractor has to arrange their own tower crane, batching plant and others machinery, tools and tackles needed for the work as given in the submitted PQ document.
- d) As directed by Engineer Proper barricading to be made so that surrounding area free from disturbances. The specifications of barricading to be got approved by Engineer. External face of barricading to be nicely painted and written the name of Employer, consultant & project only. NO sign board of contractor is allowed unless permitted by engineer in writing.
- e) For diversion of under ground services proper arrangement to be made by the contractor with the approval of Engineer.

b) Statutory Requirements

Contractor is responsible for obtaining approval from local Statutory bodies including DDA, DUAC, DFS etc, if any, and any structure made / to be made of work, which is not in the approved plan, by the local authority. All the statutory expenditure incurred towards payment to the local body for getting local Electric inspector & any other statutory fees etc for Employer will be reimbursed on the production of proof of payment. The contractor will be promptly extended all assistance in this connection.

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 Site 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 construction materials required for the Works under this Contract. The Contractor must, therefore, make his own arrangements for timely procurement of various materials including steel and cement. Prior approval of each and every material including steel cement, aggregate, bricks etc or any other fittings & fixtures to be taken from engineer before its procurement to site. However in case of excessive delay in procurement of various materials, the engineer may also take decision of procurement of material directly and the cost will be recovered from the contractor.

### 39.2.4 Water Supply & Power Supply

The Contractor shall make his own arrangement for water supply at Site for drinking as well as construction 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. The contractor will provide water & electricity to the Engineer's office free of cost for the required quantity by the engineer's site office.

#### 39.2.5 Site office

Contractor has to provide within 15 days of issue of letter of award, at his own cost a reasonably furnished site office accommodation having a sample room, Air conditioned meeting room & staff rooms along with toilets, Electricity, drinking water & pantry, file storage facility along with computers & Laser printers and its consumables, a telephone with STD facility and vehicle/Car of good running condition inclusive of all services like driver, consumables and maintenance etc at any time for exclusive use of engineer/HSCC round the clock during the currency of the contract till defect liability period to HSCC as per requirements given by the Engineer.

#### 39.2.6 Temporary Fencing

The Contractor shall at his own expense, erect and maintain in good condition temporary fences all around the working premises as per specifications & size approved by Engineer/Employer and statutory authorities requirements. After the successful completion of work all the temporary fencing will be dismantled/removed by contractor and all the dismantled/removed material from here shall be the property of the contractor.

#### 39.2.7 Mix Design of Concrete-Deleted

#### 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 and making of tests as per the appropriate Indian Standards and as directed by the Engineer.

The Contractor shall arrange for testing of materials normally in site testing lab but samples may be sent outside testing laboratories if necessary.

The delivery of the samples shall be undertaken by the Contractor. The cost and charges for sampling of materials 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.

39.2.9 Approval of Samples prior to use

The Contractor shall submit the samples of all materials,(Whether in list of approved make or not in list of approved make) he proposes to use in the Works for prior approval of the Engineer. A sample room shall be maintained at Site in which all approved samples shall be kept for comparison with materials being used at Site.

39.2.10 Bar Bending Schedule : Deleted

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.

drawings will be provided by HSCC however to ensure the uninterrupted progress of work and timely completion, the contractor will do further detailing as per site requirement at his own.

Detailing and shop drawings of all services 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 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.

In case there is delay in any drawings and design viz shop drawings, as made drawings etc. in preparation, design, quality, submission, etc. HSCC may ask the contractor to change the design consultant immediately or get the same done on risk and cost of the contractor.

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 Monthly Progress Photograph

The Contractor shall supply to the Engineer a pen drive, negative and three prints of colour progress photographs in good quality album with two copy at site and one copy at HSCC Head Office of such portions of the work in progress or completed works every month end or as directed by the Engineer. The pen drive, negative and the photographs shall become the property of the Employer. The photographs shall be of approximate size 169 mm x 115 mm each. The photographs shall be mounted in albums approved by Engineer and shall be suitably inscribed and captioned. The albums in a chronological order shall be handed over to the Engineer. No pen drive prints or the negatives may be supplied to any persons without the authority of the Engineer. All photographs to be taken from digital camera and software to be provided for transformation it to the computer. The photographs may be up to 100 nos per month as required by engineer. An amount of Rs. 10,000/- will be

deducted from running bill for non-submission of photographs as required.

### 39.6 Programme of Work and Progress Reports

The Contractor shall submit to the Engineer within two weeks 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 unto 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.

## 39.8 Field Materials Testing Laboratory

- 39.8.1.1 The Contractor shall provide ,furnish, man and maintain a laboratory at his own cost for the Testing related to HVAC works and any other materials in accordance with (Indian Standards and CPWD norms etc.) & as per the directions of Engineer.

Whenever directed by the engineer the contractor shall permit other contractor working for the employer on the project to use field-testing laboratory on payments as fixed by the Engineer. Such payments will be made directly by the other contractor using the laboratory.

- 39.8.1.2 The laboratory shall be equipped and manned by the Contractor at his own cost with all necessary apparatus to carry out the Testing related to HVAC works and any other materials in accordance with relevant Indian Standards or equivalent approved Standards.

- 39.8.1.3 The contractor shall carryout inspection, testing, checks and also shall maintain records of inspection, testing & checks of material, works and activities related to construction works in the ISO 9001 quality system formats, checklists etc. to be given by consultant during execution period. After getting approval from the Engineer, The contractor shall print at his own cost all forms, tables, formats etc.

- 39.8.1.4 The laboratory shall be connected to the main water and electricity Services. It shall also be supplied with portable gas equipment.

- 39.8.1.5 On completion of the Maintenance period, the laboratory is to be dismantled and removed from Site. The dismantled materials and equipment shall be the property of the Contractor.

## 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, equipments including water & electricity, all taxes, duties, levies, octroi, statutory levies 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 drawings, and nothing extra will be payable for additional work required to achieve uniformity. 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 obtain all NOC, completion & Occupancy certificates from respective local bodies as under:

i) Lift licence, ii) Chief HVAC Inspector CEA, iii) Municipal authority  
iv) And any other statutory requirement to occupy the building and run the services in all respect. Contractor shall organise all inspections of concerned authorities & obtain the NOC's within the time for completion.

**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. Approval of Make / agencies**

- a. Engineer may add any equivalent approved make with price adjustment
- b. In case of non availability /monopolistic attitude of any approved make engineers decision to introduce any other make shall be final with suitable price adjustment.
- c. Approved make of same item under different sub-heads are interchangeable.
- d. Deleted.

**46. RCC WORKS – Deleted**

**47. Extra/Substituted items:** The items shall be analysed based on following norms :

- a) Any extra item/non schedule item will first be analysed based on the similar items existing in the BOQ under any sub heads. Components of any similar item nearest to the non schedule item will be decomposed to get the various sub components of material and manpower. The item will again be composed on the basis of requirements taking other components from DAR and rates.
- b) Components of material, manpower, wastage, profit, sundries, etc will be taken from CPWD latest DAR
- c) In absence of similar item and In case the components are not available in DAR, the same will be taken from actual observations made and recorded at site. A register to be made for such actual observations to be jointly signed each day of observations and put up to the engineer alongwith analysis for approval.
- d) Actual market rates of the material and bought out items at the time of execution of activity will be verified by the site incharge of HSCC based on the rates submitted by the contractor alongwith his claim for extra items after due consideration for all the project discount on the market rates of any item.
- e) Contractor's profit on extra items will be as per CPWD norms or 10% only in case the item in any forms in not available in DAR.

- f) The analysis of items enclosing actual observation sheets, photocopy of pages of DAR, original paid bills and vouchers to be submitted at site.
- g) Labour rates will be taken from local body /collector rates of that area for minimum wages

The claim and analysis will not be accepted unless proper analysis with supporting documents are submitted.

No extra item will be paid unless prior administrative approval of engineer is taken in writing for its execution with tentative rates and total cost involved.

- 48. Financial capability:** The contractor must have the financial capability to continue the work uninterrupted at site.

No time extension will be considered for delay in payment.

- 49. Details required along with submission of running/final bills to the Engineer**

Clause 33.0 under Certificates & Payment contractor is required to submit following details/documents along with every running/final bill without which bills will not be processed.

1. Bills of every section of work as provided in BOQ to be prepared separately and submitted all together. In case there is no billable amount of any section of work, the same should be clearly indicated zero value during the period of bill.
2. Complete measurement details along with location of each measurement should be clearly indicated.
3. Authorised representative of contractor with name & seal to sign on each page of bill submitted.
4. Carryover and brought forward for each & every quantity to be indicated in the bill.
5. The running bill should contain the measurement of items executed during the period of bill. Full measurement may be given in pre final/ final bill. The measurement of all concealed items should be made before covering them.

6. All the copy of challan of materials, bills and test certificates specially of the items on which secured advance has been claimed should be submitted alongwith the every bill to the Engineer. Actual measurement of secured advance to be submitted for verification of Engineer. Rate of secured advance material to be verified by Engineer independently. Secured advance on approved make material will only be payable.
7. Deleted
8. Deleted
9. The computerised soft copy of the entire bill shall be submitted alongwith the bill.
10. Correction as made by Engineer Representative should be incorporated by the contractor and corrected copy in three copy should be submitted for payment. Date of submission of bill will be reckoned from the date of submission of corrected bill.
11. Material consumption statement should be submitted alongwith every bill.
12. Bill should be indexed properly and each page and correction if any should be signed and stamped by the authorised representative of he contractor and acceptance should be given.
13. Copy of challan of submission of PF & ESI and any other relevant as required from time to time should be submitted.
14. Contractor shall maintain a check list at site duly marked on drawing for the items/works already measured till previous bill should be submitted alongwith the bill.
15. Register for all material, concealed item etc. should be maintained at site in the standard format of CPWD duly modified by Engineer Representative as per requirement. Monthly statement should be submitted along with the bill.
16. Power of attorney of authorized person on behalf of contractor to be submitted. Contractor must ensure that all papers /Measurement book to be signed by authorized person with measurement date, date of start & date of completion etc.

17. Copy of duly certified bank guarantee from bank, performance BG, insurance policies as required in terms of contract to be enclosed with first RA bill.
18. All overwriting, alterations have been countersigned by the authorized person with date.
19. Approval of extra item if any conveyed to be enclosed.
20. Contractor must ensure, in case of time extension, confirmation of extended validity of insurance, performance BG upto Defect liability period as per contract and a copy of approved time extension to be submitted.
21. Contractor must authorise their representatives competent for verification of measurement at site and these person should be available at site.
22. Contractor is required to submit all test certificates of items claimed in bill for payment or for secured advance payment. Any item not meeting the test criteria's will not be considered for payment.
23. All the pages and enclosures of bills to be stamped with name and designation of the person with full signature of contractor's and HSCC's site incharge before submission to the engineer.

In addition to above any other document and details as required for checking, verification and timely processing of bill.

#### **50. 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.

## **ADDITIONAL SPECIFIC CONDITION OF CONTRACT**

### **AND**

## **SPECIFICATIONS**

### **(A) GENERAL**

1. The following Additional Specific Conditions and specification shall be read in conjunction with General Conditions of Contract and Specific Conditions of Contract. If there are any provisions in these Additional Specific Conditions which are at variance with the provisions in the above mentioned documents, the provisions in these Additional Specific conditions shall take precedence.
2. The evaluation of price bids shall be carried out based on quoted rates against original quantities mentioned in the "Bill of Quantities" at the time of issue of tender.
3. The Employer/Engineer may apply any variation/ reduction in the scope of works/ quantities/size of building/ any floor/ any building/ any services or any part thereof before award of works with the established lowest bidder to restrict the cost with in the estimated cost. The revised cost shall be deemed as the contract price for the contract.
4. No such variation shall in any way vitiate or invalidate the contract.
5. All reduced quantities/ variations as referred above shall be valued at the quoted rates & prices set out in the Bill of Quantity of contract.
6. The reduction/ variation in scope of work/ quantities arrived at before award of works shall be over & above the provision of variations under clause 51.1, 51.2, 52.1& 52.2 of General Conditions of Contract besides other clauses of contract.

**ADDITIONAL SPECIFIC CONDITION OF CONTRACT**  
**AND**  
**SPECIFICATIONS**

**B) RELATING TO HVAC SYSTEM**

**1.0 General**

1.1 The following Additional Specific Conditions shall be read in conjunction with General Conditions of Contract and Specific Conditions of Contract. If there are any provisions in these Additional Specific Conditions which are at variance with the provisions in the above mentioned documents, the provisions in these Additional Specific Conditions shall take precedence.

**2.0 Scope of Contract**

2.1 The scope and general character of works to be carried out under this section comprises of Supply, Installation, Testing and Commissioning of Heating, Ventilation and Air-conditioning (HVAC) installations as illustrated in drawings, specifications, technical data and Bill of Quantities.

**3.0 Stores and Materials**

3.1 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.

**4.0 Supply of Equipment**

Equipment shall be strictly as per the list of approved makes/ manufacturers given in the Bid documents. However, final choice of make shall lie with the Engineer.

- 4.1 The Contractor shall submit manufacturer's test certificates of equipment supplied.
- 4.2 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.

## **5.0 Working Drawings etc.**

- 5.1 The Contractor shall within 60 days of signing of the Contract, prepare and submit to the Engineer for approval, 2 sets of detailed shop drawings of equipment, equipment characteristics and capacity details of all equipment, accessories and devices etc. as per specifications and as required by the Engineer.
- 5.2 These drawings shall contain details of construction, size, arrangement, operating clearances, performance characteristics, and capacity of all items of equipment, as also details of all related items of work by other disciplines.
- 5.3 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.
- 5.4 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.
- 5.5 Approval rendered on shop drawings shall not be consider as a guarantee of measurement or of building condition. 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.



## **6.0 Completion Drawings**

6.1 Following "AS BUILT" drawings duly laminated and montable at various locations shall be submitted by the Contractor on completion of the work :

- a. Plant installation drawings giving complete details of the entire equipment including foundations
- b. Ducting drawings showing all sizes, damper locations and sizes of all air outlets and intakes, for all floors
- c. HVAC drawings showing cable sizes, equipment capacities, control components and control wiring
- d. Schematic control drawings giving detailed sequence of operation and notes to explain the operation of the control circuit
- e. Piping drawings showing all pipe sizes, valves and fittings
- f. Any other drawings to be supplied as per instructions of the Engineer.
- g. Water supply and drainage of all toilets duly laminated and mounted on walls of toilets
- h. Entire water supply, and fire fighting system on one drawing duly laminated and mounted on pump room
- i. Entire Drainage system including STP from first floor trap till end manhole duly laminated and mounted at desired place.

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

## **7.0 Operation and Service Manuals**

7.1 The Contractor shall submit 3 (three) sets of operation and service manuals in respect of the air-conditioning plant 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 Air conditioning plant room all consolidated control diagrams and all piping diagrams.

coloured Layouts of all HVAC lines in A 1 size properly laminated to be fixed at various locations at the time of handing over of building.

## **8.0 Inspection at Contractor's Premises**

8.1 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.

8.2 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 plant 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.

8.3 For Imported screw type water chilling machine manufacturer's factory test certificate would be acceptable in lieu of inspection at manufacturer works.

## **9.0 Subcontracting**

The Contractor may subcontract part of the works with the written approval of the Engineer to any of the approved subcontractors given in the list of approved subcontractors, makes and manufacturers. A single subcontractor shall be appointed for carrying out the entire work of supplying, installation, testing and commissioning of all the equipment covered under the package. However, the overall responsibility of the Contractor for compliance with the Contract terms does not alter by subcontracting.

## **10.0 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

## **11.0 Samples and Prototypes**

The Contractor shall submit samples of items such as grilles/ diffusers, valves, controls 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.

## **12.0 Testing and Commissioning**

12.1 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.

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

- a. To operate and check the proper functioning of all HVACly operated components viz., compressor motor, pumps, blowers, air handling units, rotating machine, fans, boilers, etc.
- b. To operate and check the proper functioning of all HVAC panels, switch gears, safety and other controls

- c. To adjust and balance air, water, steam and gas quantities to provide the designed flow rates by adjusting valves, dampers, diverters etc.
- d. To check the systems against leaks in different circuits, alignment of motor, `V' Belt adjustments etc.
- e. 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 plant

12.3 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.

### **13.0 Provisional Taking Over**

13.1 After completion of the installation system, 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 test readings shall include items as noted in the Testing Schedules.

The plant will be provisionally taken over after successful completion of the above test and the defects liability period shall commence after provisional taking over of the system.

### **13.2 Final Performance and Capacity Test**

In addition to the above testing, final performance and capacity tests shall be carried out on the equipment as per the "Testing Schedules" during the defects liability period as follows:

- a. Peak summer/ monsoon test during the period from 15th May to 31st July. The installations should be able to maintain the specified inside conditions within the tolerance limits permitted in the Contract.
- b. Peak winter test during the period from 1st December to 15th February. The installations should be able to maintain the specified inside conditions within the tolerance limits permitted in the Contract.

## **14.0 Operation of Plant**

14.1 After provisional taking over of the plant user/owner shall provide staff for operation. Staff will work under the supervision of 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 maintenance period, which ever ends later.

14.2 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. In special circumstances user may have to use the plant to Air condition some areas even before the completion of whole work. The Contractor shall co-operate fully under such circumstances.

## **15.0 Guarantee and Defects Liability Period**

15.1 The guarantee shall be valid for a period of 12 (Twelve) months from the certified date of completion of the project. In case the contractor is not able to carry out the seasonal tests (summer/monsoon & winter) within the certified date of completion, the same can be carried out during defects liability period. If required, the Defects Liability period shall be extended till satisfactory completion of seasonal rates.

## **16.0 Measurement of Works**

16.1 All works shall be measured in accordance with the mode of measurement given in the specific sections of the specifications. 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 IS standards.

## **17.0 Variation in Quantities**

17.1 The quantities given in the BOQ are for the guidance of the Bidder. The Contractor shall, however, be paid on the basis of actual quantities of works carried out.

## **18.0 Maintenance**

18.1 The Contractor shall provide **free** maintenance for a period of twelve months after testing and commissioning of the installation. The Contractor shall carry out all routine and special maintenance of the plant and attend to any defects that may arise in operation of the plant. Consumable items required during the maintenance, loss

of which is not attributable to bad material and/or workmanship will be arranged by the Employer without cost to Contractor.

## **19.0 Performance Guarantee**

19.1 The Contractor shall submit a performance guarantee certificate from the approved subcontractor that the system shall maintain the desired parameters within +/- 5 % of the specified parameters who shall also guarantee that the capacity of various components as well as the whole system covered under the scope of work, technical schedules and Bill of Quantities etc. shall not be less than the specified capacities. The guarantee of the specific equipment supplier alone with regard to the performance of the system shall not be acceptable. However, this does not alter the overall responsibility of the Contractor for compliance with the Contract terms and conditions.

## **20.0 Painting**

20.1 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.

## **21.0 Safe Custody and Storage**

21.1 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.

## **22.0 Terms of Payment**

The following norms shall be followed for terms of payment of HVAC equipments & installation:

- A) 80% of BOQ rate shall be paid on receipt of equipment at Site and after inspection and passing on prorata basis in accordance with clause 33 of SCC
- B) 10% of BOQ rate shall be paid on satisfactory erection and installation of equipment on prorata basis
- C) 10% after successful completion of running tests and provisional taking over.

### **23.0 Training of Personnel**

The Contractor shall arrange to train the Employer's personnel on the following aspects prior to provisional take over of the plant :

- a) Operation of plant
- b) Gas charging and pumping down of the system
- h) Adjustments of settings for controls and protective devices
- i) Preventive maintenance
- j) Disassembling and assembling of compressor including identification and replacement

### **24. Handing over & Taking over process**

For handing over & taking over process in addition to clauses specified the following services/works to be complied by the main contractor:

- a) Submission of Guarantees in stamp paper (format approved by Engineer) for all water proofing treatment executed in the works for a period of ten years. If any defects noticed within 10 years from completion of defect liability period the main contractor shall be sole responsible for the defects and same shall be rectified by the main contractor as per information from client within a period of 10 days from the notice.
- b) Rectification of all defects shall be carried out by the main contractor before Handing over/Taking over process.
- c) As built drawings 4 sets for Architectural, Structural, Plumbing, HVAC, HVAC system, Specialised services and others, approved by engineer shall be submitted by the main contractor before handing over & taking over process.
- d) All services/equipments to be run and check before handing over & taking over process as per requirements of employer/principal employer.
- e) Contractor has to arrange water & electricity at their own cost for the purpose of testing of services and equipments. No extra amount shall be payable on account of the same.
- f) Main contractor shall submit catalogues, brochures, operation manual, manufacturer test certificate, Guaranty/Warranty papers, licence etc for all equipments/materials before handing over & taking over process.

### **25. Operation and Running of entire system**

The contractor shall pay for and arrange for operation & running of entire HVAC system for a minimum period of one month after satisfactory completion of work as desired by Engineer. Cost of operation & running of entire system including required material e.g fuel, consumables, tools & tackles, requisite manpower etc. shall be deemed to be included in the contract price and nothing extra shall be paid

**26. Layout of all services , operating and maintenance instructions. DO's and Don't's etc**

for all the plant rooms, AHU's machine rooms, sub stations, pump room, toilets, control panels etc must be equipped with coloured layout of services for the each floor . Operation and maintenance manual of the respective services, Do's and Don't's for all the plants, machinery & services to be installed with every individual units.



**FORM OF AGREEMENT**

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_ 2010 \_\_\_\_\_  
between Department of Ayush, **Ministry of Health & Family Welfare, New Delhi for the HVAC** work for All India Institute of Ayurveda including AMC for one year at Sarita Vihar, 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 \_\_\_\_\_ ("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) Prequalification document
  - (e) Instructions to Tenderers and Specific Conditions of Contract;
  - (f) The Specification;
  - (g) The Drawings;
  - (h) The Priced Bill of Quantities;
  - (i) 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 Department of Ayush,  
Ministry of Health & Family Welfare, GOI, New Delhi

Binding Signature of Contractor

---

In the presence of

Witness (1) :

Witness (2) :

ANNEXURE - B

**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

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

To,

M/s HSCCdia) Ltd.,  
Plot No. 6(A), Block E, Sector 1,  
NOIDA - 201 301.

Dear Sir,

In consideration of the Department of Ayush , **Ministry of Health & Family Welfare, New Delhi for the** HVAC work for All India Institute of Ayurveda including AMC for one year at Sarita Vihar, New Delhi 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.
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 :

**SAMPLE 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

M/s HSCC (India) Ltd.,  
Plot No. 6(A), Block E, Sector 1,  
NOIDA - 201 301.

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 for

.....  
at ..... 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 180 days from the date of submission of Bid.

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)

ANNEXURE – D

**APPENDIX TO TENDER**

<b>Important Clause</b>	<b>Clause No.</b>	<b>Volume</b>	<b>Remarks</b>
Amount of Performance Security	10.1	I	5% of the Contract Price
Minimum amount of third party Insurance	23.2	I	Rs. 10,00,000=00 for Any incident, no. of incidents Unlimited.
Amount of Liquidated damages	47.1	I	0.5% of Contract price per week of delay
Limit of Liquidated Damages	47.1	I	5% of Contract Price
Defect Liability Period	49.1	I	12 Months
Percentage of Retention	33 (g)	II	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 15 (Fifteen) calendar months



ANNEXURE - E

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

To,

M/s HSCC (INDIA) Ltd.,  
Plot No. 6(A), Block E, Sector 1,  
NOIDA - 201 301.

Dear Sir,

In consideration of the Department of Ayush , **Ministry of Health & Family Welfare, New Delhi for the** HVAC work for All India Institute of Ayurveda including AMC for one year at Sarita Vihar, New Delhi 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) 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 anywise 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 anywise 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.
1. 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 :

## ANNEXURE - F

### **PROFORMA FOR ADVANCE BANK GUARANTEE**

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

To

M/s HSCC (India) Ltd.,  
Plot No. 6(A), Block E, Sector 1,  
NOIDA - 201 301..

Dear Sir,

1. In consideration of the Department of AYUSH, **Ministry of Health & Family welfare, Govt of India, New Delhi** (hereinafter called as The Employer) which expression shall include his successors 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 agreed under the terms & conditions of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called the Contract or the said Contract) to make at the request of ("the Contractor" or "the said Contractor") the Contractor thereunder a lumpsum advance of Rs. \_\_\_\_\_ for utilising it for the purposes of the said Contract on its furnishing a guarantee acceptable to HSCC.
2. We, the \_\_\_\_\_ Bank having its branch office at \_\_\_\_\_ (hereinafter referred to as the Bank or the said Bank) a Company under the Companies Act 1956 and having our registered office at \_\_\_\_\_ do hereby guarantee the repayment and recovery of the said advance together with interest thereon as provided according to the terms and conditions of the said Contract. If the Contractor fails to utilise the said advance for the purposes of the said Contract and/or the said advance together with interest thereon as aforesaid is not fully recovered by The Employer, we \_\_\_\_\_ Bank hereby unconditionally and irrevocably undertake to pay to the Employer on demand and without demur or protest to the extent of the said sum of Rs. \_\_\_\_\_ with interest any claim made by the Employer on us against non-utilisation/misutilisation of the said advance and/or by reason of The Employer not being able to recover in full the said sum of Rs. \_\_\_\_\_ with interest as aforesaid.
3. We, \_\_\_\_\_ Bank further agree that the Employer shall be the sole judge of and as to whether the Contractor has utilised or not utilised the said advance or any part thereof for the purposes of the said Contract and/or as to whether the advance or any part thereof with interest has been recovered or not and the finding of the Employer in this regard shall be final and binding on us.

4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till the said advance has been fully recovered and its claims satisfied or discharged and till The Employer certifies that the said advance with interest has been fully recovered from the Contractor.
5. The Employer shall have the fullest liberty without affecting in any way the liability of the said Bank under this guarantee or Indemnity from time to time to vary any of the terms and conditions of the said Contract or the advance or to extend time of performance by the Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract or the advance or securities available to The Employer and the said Bank shall not be released from its liability under these presents by any exercise by The Employer of the liberty with reference to the matter aforesaid or by reason of time being given to the said Contractor/or any other forbearance, act or omission on the part of The Employer or any indulgence by The Employer to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the said Bank from its said liability.
6. 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 in any way affected or suspended by reason of any dispute or disputes having been raised by the Contractor (whether or not pending before any arbitrator, Tribunal or court) or any denial or liability by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to The Employer in terms thereof.
7. 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, shall be conclusive evidence of the amount so liable to be paid to The Employer by the Bank.
8. This guarantee/undertaking shall be in addition to any other guarantee or Security whatsoever that The Employer may now or any time 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 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.
11. 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.
12. This guarantee/undertaking shall be a continuing guarantee/undertaking and shall remain valid and irrevocable for all claims of The Employer and liabilities of the Contractor arising upto and until midnight of \_\_\_\_\_.
13. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. \_\_\_\_\_ alongwith interest due thereon (Rs. \_\_\_\_\_) with interest and this guarantee shall remain in full force till \_\_\_\_\_ and unless a claim is made on us within 3 months from the date i.e. before \_\_\_\_\_ all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities hereunder.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 20

for and on behalf of Bank

Issued under seal: