

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES
(AIIMS), ANSARI NAGAR, NEW DELHI**

Tender

For

**Supply and Installation of Modular Furniture for outreach OPD,
AIIMS at Badsha, Jhajjar, Haryana**

Volume-I

- **Prequalification Document**
- **Instruction to Bidders & Conditions of Contract**
- **Technical Specification & Tender Drawing**

September 2012



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

Phone : 0120-2542436-40

Fax : 0120-2542447

Tender No. HSCC/AIIMS-JHR/FUR/2012

**All India Institute of Medical Sciences
Ansari Nagar, New Delhi**

Tender No. HSCC/AIIMS-JHR/FUR/2012

11.09.2012

NOTICE INVITING TENDER

Bids are invited on behalf of Director-All India Institute of Medical Sciences (AIIMS), NEW DELHI from eligible contractors/firms for the following works:

Name & description of work	Completion period of work	Estimated cost (Rs.)	Bid Security (in Rs.)	Sale of Tender	Date of Submission & opening
Supply & Installation of Modular Furniture for Outreach OPD, AIIMS at BADSHA, Jhajjar, Haryana	01 Month	75 Lakhs.	1.50 Lakhs.	12.09.12 to 24.09.12 upto 14:00 hrs	24.09.12 at 15:00 hrs & Opening at 24.09.12 at 15:30 hrs.

For details in regards of eligibility, pre-bid meeting, purchase and submission of tender document etc., please refer detail advertisement and tender documents made available at HSCC website www.hsccltd.co.in and AIIMS website www.aiims.edu.

Prospective bidders are advised to regularly scan through AIIMS/HSCC web site as corrigendum/amendments etc., if any, will be notified on the AIIMS/HSCC web site and separate advertisement will not be made for this.

GM (Projects), HSCC (I) Ltd

**All India Institute of Medical Sciences
Ansari Nagar, New Delhi**

Tender No. HSCC/AIIMS-JHR/FUR/2012

11.09.2012

NOTICE INVITING TENDER – Detailed

Bids are invited on behalf of Director-All India Institute of Medical Sciences (AIIMS), NEW DELHI from eligible contractors/firms for the following works:

Name & description of work	Completion period of work	Estimated cost (Rs.)	Bid Security (in Rs.)	Sale of Tender	Date of Submission & opening
Supply & Installation of Modular Furniture for Outreach OPD, AIIMS at BADSHA, Jhajjar, Haryana	01 Month	75 Lakhs.	1.50 Lakhs.	12.09.12 to 24.09.12 upto 14:00 hrs	24.09.12 at 15:00 hrs & Opening at 24.09.12 at 15:30 hrs.

Notice inviting tender along with the complete set of tender documents for the above tender work comprising prequalification documents, Instructions to Bidders, conditions of contract & Technical specifications & Tender drawing (Volume I) and Bill of Quantities (Volume II) has been made available at HSCC website www.hsccltd.co.in and AIIMS website www.aiims.edu. The interested applicants/firms may also check their eligibility for the tender. Interested applicants/firms may see the complete set of tender documents which have been kept at dispatch counter of HSCC Corporate office, at E-6(A), sector-1, Noida. Contractors/firms may also purchase the complete set of tender documents comprising of Vol. I and II in person from the office of HSCC (I) Ltd, Noida on any working day as mentioned above on written request mentioning the name & description of work against a non refundable fee of Rs. 5,000/- through Cash/demand draft in favour of HSCC (I) Ltd. NOIDA payable at NOIDA or download the tender documents from said websites and submit complete set of tender documents (Vol-1 to II) along with the tender document fee of Rs. 5,000/- through demand draft including bid security. However in case of downloading of tender documents from websites it will be the responsibility of applicants/firms to ensure that complete tender documents has been downloaded. Interested applicants/firms may like to attend the **pre bid meeting shall be held at 1500 hrs on 18.09.2012 at HSCC corporate office, Noida.** The tender document containing volume-I to II shall be submitted complete in all respect along with requisite amount of bid security in favour of HSCC (I) Ltd Noida on or before due date and time as mentioned above. HSCC/AIIMS reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever.

Prospective bidders are advised to regularly scan through AIIMS/HSCC web site as corrigendum/amendments etc., if any, will be notified on the AIIMS/HSCC web site and separate advertisement will not be made for this.

GM (Projects), HSCC (I) Ltd

VOLUME I

PART A

PREQUALIFICATION

INSTRUCTION TO APPLICANTS

PROJECT NAME: Supply & Installation of Modular Furniture for Outreach OPD, AIIMS at BADSHA, Jhajjar, Haryana

Completion period: within 01 (One) Calendar months from the date of commencement.

EMPLOYER/CLIENT: All India Institute of Medical Sciences, (AIIMS), Ansari Nagar, New Delhi

1. Scope of Bid :

1.1 For & on behalf of All India Institute of Medical Science (AIIMS), New Delhi (**The Employer/Client**), HSCC (I) Ltd (**The Consultant**) intends to invite bids from eligible contractors/firms for above works details as under

1.2 Brief Details :

Supply & Installation of Modular Furniture and other associated works for Outreach OPD, AIIMS at BADSHA, Jhajjar, Haryana

Above works to be executed for All India Institute of Medical Sciences (AIIMS) at outreach OPD for AIIMS at AIIMS campus, Badsha, Jhajjar, Haryana

Tender is open to all agencies / firms having sound background and Specialisation in carrying out similar works.

2.0 SUBMISSION OF APPLICATION:

2.1 Application for tender must be submitted complete in all respect in sealed envelopes which must be either delivered by hand or by registered mail, at GM (Project) HSCC (India) Ltd, Plot No. 6(A), Block-E, Sector-1, NOIDA, U.P.-201301, so as to reach not later than designated date & time and be clearly marked “**Application for tender for “Supply & Installation of Modular Furniture and other associated work for Outreach OPD, AIIMS at BADSHA, Jhajjar, Haryana”**”

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

2.3 All the information asked for pre-qualification and bids shall be answered in the ENGLISH language by all the agencies/firms.

2.3 All the information asked for pre-qualification and bids shall be answered in the ENGLISH language by all the agencies/firms.

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

3.0 MINIMUM PRE-QUALIFICATION CRITERIA:

3.1 Pre-Qualification will be based on meeting all the minimum criteria for pre-qualification and other qualification criteria regarding the Applicant's work experience, personnel and equipment capabilities and financial position as demonstrated by the Applicant's responses in the forms attached to the Letter of Application.

3.2 The Applicant should meet the following minimum criteria for Pre-Qualification :

(i) Average Annual Financial Turnover during the last three financial years i.e. 2008-09, 2009-10 & 2010-11 should be at least 30% of the estimated cost.

(ii) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following :

Three *similar completed works costing not less than the amount equal to 40% of the estimated cost.

or

Two *similar completed works costing not less than the amount equal to 50% of the estimated cost.

or

One *similar completed work costing not less than the amount equal to 80% of the estimated cost.

And

One Completed work of any nature (either part of (ii) above or a separate one) costing not less than the amount equal to 40% of the estimated cost with some Central/State Government Organisation/Central Autonomous Body/Central Public Sector Undertaking.

* Similar works means:

Supply & Installation of office furniture's /internal furnishing's works.

A Certificate from client for completion of work(s) against single work order must be submitted along with application. Own works/ Certification of the agencies shall not be considered for prequalification.

3.3 Agency must have their own manufacturing unit since 05 years with following facilities, own machineries including ownership proof along with affidavit and installed machinery photograph to be submitted and registrations

- ISO- 9001-2000
- ISO- 14001-2000
- OHSAS- 18001
- Computerized controlled through feed multistation edge bending machine capable of gluing & cutting, flush trimming, scrapping end trimming & butting in one feed operation.

- Computer controlled press brake for sheet metal bending
- Converised powder coating plant with baking oven and powder applicators and with 7 stage pre treatment plant
- CNC controlled Hot press Machine for laminate
- CNC controlled press brake for sheet metal bending
- Vacuum membrane press
- Factory act licence
- Excise registration
- PF registration

3.4 The firm should submit an affidavit duly notarized that they have not abandoned any work of Union Government/ State Governments/ PSU's etc. during the last 5 years. They should also submit an affidavit that they have not been blacklisted, debarred, declared non performer or expelled by Union Government/ State Governments/ PSU's etc. during the last 5 years

3.5 The applicant should provide information regarding litigation/ Arbitration cases for the last five years as per ANNEXURE-V

3.5 Financial Capabilities: The Applicant should submit Audited Balance Sheets for the last three financial years i.e. 2008-09, 2009-10 & 2010-11. The applicant should not have incurred any loss in more than two years during the last five years ending 31st March 2011 (Fill enclosed ANNEXURE-III).

3.6 Minimum Solvency Requirement:

A solvency certificate from applicant's Bank (Nationalized/Scheduled) that applicant is solvent for 30% of the Project Estimated Cost. The certificate should be not more than one year old.

3.7 Bidding Capacity: The bidding capacity of the contractor/firms should be equal to or more than the estimated cost of the work. The bidding capacity shall be worked out by the formula as below:

$$\text{Bidding Capacity} = (A * N * 2) - B$$

Where

A= Maximum Value of construction works executed in any one year during the last 7 years taking in to account the completed as well as work in progress.

N= Number of years prescribed for completion of work for which bids has been invited.

B= Value of existing commitments and on going works to be completed during the period of completion of work for which bids have been invited.

NOTE: Bidders are requested to submit details of calculation along with all supporting documents in respect of arriving value of bid capacity (Fill enclosed Annexure-IX also)

4.0 PERSONNEL, EQUIPMENT AND FINANCIAL CAPABILITIES

4.1 **Personnel Capabilities:** The firm should have suitable qualified and experienced personnel for the successful completion of the works. List of employees and bio-data of

key officials shall be submitted stating clearly how these would be involved in this work. (Fill enclosed ANNEXURE-I).

4.2 **Equipment Capabilities:** The Applicant should submit the list of equipments for successful completion of project. (Fill enclosed ANNEXURE-II)

5.0 EXPERIENCE OF EXECUTING OF PROJECTS OF SIMILAR NATURE & COMPLEXITY

The applicant shall submit information about their past experience of **projects** of similar nature and complexity with information about magnitude of the Projects, Type of Projects, Completion Certificate from Client, Time Overrun if any, Cost over run if any , (Fill enclosed ANNEXURE-IV). Client/Consultant reserves the right to verify all credentials submitted by tenderer. Site visits and factory visit to be done if required

6.0 OTHER INFORMATION TO BE SUBMITTED ALONGWITH APPLICATION

6.1 Registration/ Licence : The firm should have Works Contract Tax/VAT Registration with the appropriate Authorities In case the firm is not registered at the time of submission of bid, they will get themselves registered with the concerned authorities in case they are awarded the work

6.2 The applicant should provide information regarding litigation/ Arbitration cases for the last five years as per ANNEXURE-V

6.3 The applicant shall submit the supporting documents regarding the information given in the ANNEXURE-I to ANNEXURE-V

6.4 The contractor will indemnify HSCC/AIIMS/Principle employer/client, as the case may be, against all penal action that may be levied/effected by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority

7.0 Even though the Applicants meet the above criteria, they are subject to be disqualified, if they have:

- made misleading or false representation in the form, statement and attachments submitted; /or
- Record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc. /or
- The performance of any agency already worked/ working with HSCC is not found satisfactory./or
- found to have been black listed in any of the works.

- 8.0** The applicants are advised to visit the site to get first hand information as regards its approach, accessibility, working conditions, site conditions, availability of labour and material etc. and other matters affecting cost and work. All costs incurred in connection with submission of the pre-qualification application shall be borne by the applicant irrespective of the outcome.
- 9.0** If any information furnished by the applicant is found incorrect at a later stage, applicant shall be liable to be debarred from tendering in HSCC. The department reserves the right to verify the particulars furnished by the applicant independently.
- 10.0** The competent authority to pre-qualify shall have the power to relax any condition/criterion for pre-qualification if it considers expedient to do so.
- 11.0** Even though the agency meets all the criteria, the Employer / Consultant reserves the right to accept or reject any applicant/disqualify any agency without assigning any reason whatsoever.

12.0 UPDATING QUALIFICATION INFORMATION

- 12.1 Applicants shall be required to update the financial information used for Pre-Qualification as and when asked for and at the time of submitting their bids, to confirm their continued compliance with the pre-qualification criteria and verification of information provided.

13.0 GENERAL

- 13.1 Only agencies / firms who have been pre-qualified under this procedure will be considered for further opening of bid. Firm may submit only one bid for any work. If a firm submitting more than one bid all bids of the party will be rejected.
- 13.2 The Employer / Consultant reserves the right to :
- (a) Reject or accept any application without assigning any reason or incurring any liability thereof
 - (b) Cancel the tendering process and reject all applications
 - (c) Split the works into different packages if required
 - (d) Amend the scope and value of any contract under this project.
- 13.3 Joint venture companies or experience of any work done in joint venture shall not be considered.
- 13.4 No correspondence either from successful / pre-qualified applicant or unsuccessful applicant will be entertained in this regard.
- 13.5 Check list format attached at Annexure VI must be filled and enclosed along with the application.

GM (Project)
For & on behalf of HSCC (I) Ltd.

LETTER OF APPLICATION

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

Date: _____

HSCC(I) Ltd.
Plot No. 6(A), Block(E), Sector-I
NOIDA, U.P.-201301

Sirs,

1. Being duly authorised to represent and act on behalf of
(hereinafter referred to as “the Applicant”) and having reviewed and fully understood all the pre-qualification information provided, the undersigned hereby apply to be pre-qualified by yourselves as a bidder for the

----- **its**
maintenance during the Defect Liability period

Tender Number	Client Name
HSCC/AIIMS-JHR/FUR/2012	All India Institute of Medical Science (AIIMS), New Delhi

2. Attached to this letter are copies or original documents defining :
- (a) the applicants legal status
 - (b) the principal place of business
 - (c) the place of incorporation (for applicants who are corporations) or the place of registration and the nationality of the owners (for applicants who are partnerships or individually owned firms)
 - (d) application form no. 1 to 6
3. Your agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter of application will also serve as authorization or any individual or authorized representative or any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.

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

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

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

(a) Bids submitted by applicants will be subject to verification of all information submitted at the time of bidding

(b) Your agency reserves the right to :

- amend the scope and value of the contract / bid under this project ; in such event, bids will only be called from pre-qualified bidders who meet the revised requirements ; and
- reject or accept any application, cancel the pre-qualification process, and reject all applications without assigning reasons or incurring any liability thereof ; and

(c) Your agency shall not be liable for any such actions and shall be under no obligation to inform the Applicant

6. The undersigned declare that statements made and the information provided in the duly completed application are , true and correct in every detail.

Sealed & Signed
Name
For and on behalf of

APPLICATION FORM NO. 1

GENERAL INFORMATION

All individual firms applying for pre- qualification are requested to complete the information in this form. Information to be provided for all owners or APPLICANTS who are partnerships or individually-owned firms.

1.	Name of firm
2	Head office address
3	Telephone Contact
4	Fax E-mail No.
5	Place of incorporation/ Registration Year of incorporation/ registration

Authorized Signatory of bidder

APPLICATION FORM NO. 2

STRUCTURE AND ORGANIZATION

1. Name & address of the applicant
2. Telephone No. / Telex No. / Fax No.
3. Legal status of the applicant (attach copies of original document defining the legal status)
 - (a) An individual
 - (b) A proprietor firm
 - (c) A firm in partnership
 - (d) A Limited Company or Corporation.
4. Particulars of registration with various Government bodies (attach attested photocopy)

Organisation /Place of registration	Registration No.
-------------------------------------	------------------
5. Name and Titles of Directors & Officers with designation to be concerned with this work.
6. Designation of individuals authorised to act for the organisation
7. Was the applicant ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and reasons of suspension of work.
8. Has the applicant ever abandoned the awarded work before its completion ? If so, give name of the project and reasons for abandonment.
9. Has the applicant ever been debarred / black listed for tendering in any organisation at any time If so, give details.
10. Has the applicant ever been convicted by a court of law? If so, give details.
11. Any other information considered necessary but not included above.

Authorized Signatory of bidder

PERSONNEL CAPABILITIES

Sl. No.	Designation	Total Number	Number available for this work	Name	Qualification	Professional experience	Remarks

Authorized Signatory of bidder

EQUIPMENT CAPABILITIES

Sl. No.	Name of Equipment	Nos	Capacity or Type	Age	Condition	Remarks

Authorized Signatory of bidder

FINANCIAL CAPABILITIES

(Rs. In lacs)

Financial Year	Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet
2008-2009	Rs.
2009-2010	Rs.
2010-2011	Rs.
Average Annual Turnover over the past three years	Rs.

Financial Information in Rs. Equivalent	For year 2006-2007	For year 2007-2008	For year 2008-2009	For year 2009-2010	For year 2010-2011
1. Total Assets					
2. Current Assets					
3. Total Liabilities					
4. Current Liabilities					
5. Profit before Tax					
6. Profit after Tax					
7. Net Worth					

NOTE : The above data is to be supported by audited balance sheets

1. Attach copies of audited balance sheets duly certified by the chartered accountant for all three years (2008-09, 2009-10 & 2010-11). Audited Balance sheet should mention the membership number of chartered accountant issued by ICAI along with full address.
2. Attach recent solvency certificate from bankers

Authorized Signatory of bidder

APPLICATION FORM NO. 6**ANNEXURE - IV****EXPERIENCE OF COMPLETION OF PROJECTS OF SIMILAR NATURE & COMPLEXITY**

(During last seven years ending last day of month previous to the one in which applications are invited)

Sl. No.	Name of work / project and location	Owner or sponsoring organization	Cost of work in Lakhs	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Name and address/ telephone number of officer to whom reference may be made	Remarks

NOTE : Please attach supporting documents (completion certificates along with order copies) for the above information

Authorized Signatory of bidder

Litigation Details
Court Cases/arbitration

Name of Bidder

Year	Name of the work	Name of the Client, with Address	Title of the court Case/Arbitration	Detail of the Court/ Arbitrator	Status Pending/ Decided	Disputed Amount (Current Value, the equivalent) in case of Court Cases/arbitration	Actual Awarded Amount (Rs) in decided Court Cases/arbitration

Authorized Signatory of bidder

Check-List

S.No	Criteria	Requirements	Page no. at which required information is available (To be mentioned)	Indicate Eligibility Y / N
1	Average Turnover for last three years	Copies of audited balance sheets certified by the chartered accountant along with Membership no for all three years (2008-09 ,2009-10 & 2010-11).		
2	Experience	During last seven years +Similar work completed, 3 nos. of value not less than 40% of the estimated cost +Similar work completed, 2 Nos. of value not less than 50% of the estimated cost +One Similar work completed of value not less than 80% of the estimated cost		
3.	Experience	One Completed work of any nature (either part of (ii) above or a separate one) costing not less than the amount equal to 40% of the estimated cost with some Central/State Government Organisation/Central Autonomous Body/Central Public Sector Undertaking.		
4	Experience	A Certificate from client for completion of work(s) against single work order must be submitted along with application		
5	Personnel Capabilities	List of suitable qualified and experienced personnel in relevant field		
6	Equipment Capabilities	List of equipment required and proposed to be deployed & source of such equipments		
7	Financial Capability	<ul style="list-style-type: none"> ▪ Net worth positive for all the three years ▪ Profit earning for all the three years 		
8	Solvency Certificate	Solvency certificate from applicant's bank for 30% of the estimated project cost. The certificate should be not more than one year old.		
9.	Abandoning / Blacklisting	Information regarding not abandoned /Black listing for any work of Union Govt./State Govt./ PSU's etc. during last 5 years and The applicant should provide information regarding litigation/ Arbitration cases for the last five years as per ANNEXURE-V		
10.	Tender document fee, in case down loaded from web site	Rs. 5000/-		
11	Bid Security	In terms of BG/DD		
12	Tender Documents	All volumes of tender documents submitted in the respective envelopes as specified in tender		
13	Registration/Licence	The firm should have Works Contract Tax/VAT Registration with the appropriate Authorities		

Authorized Signature of Bidder with stamp

UNDERTAKING

We _____ do hereby undertake to engage a specialised _____ agency after approval of HSCC for undertaking the execution of _____ works of (_____ Name of the project_____) whose minimum qualification shall be as under:

- (i) Average Annual Financial Turnover during the last three financial years i.e. 2008-2009, 2009-2010 & 2010-11 should be at least 30% of estimated price of _____ works.
- (ii) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following :
 - Three similar completed works each costing not less than the amount equal to 40% of estimated price of _____ works.
 - or
 - Two similar completed works each costing not less than the amount equal to 50% of estimated price of _____ works.
 - or
 - One similar completed work costing not less than the amount equal to 80% of estimated price of _____ works.
- (iii) We shall be solely responsible for successful execution of _____ work.

**INSTRUCTIONS FOR DOWNLOADING OF TENDER DOCUMENTS FROM
INTERNET AND ITS SUBMISSION**

1. The tender documents for the **Supply & Installation of Modular Furniture for Outreach OPD, AIIMS at BADSHA, Jhajjar, Haryana** can be obtained from the HSCC website <http://www.hsccltd.co.in> and AIIMS website www.aiims.edu. And the offers can be given on the same subject to the conditions given below which shall be carefully studied by the intending bidders and offers submitted accordingly.
2. The tender documents shall be carefully downloaded from the website and the same shall be printed carefully, The tender documents so downloaded shall be complete in all respects, which shall be the sole responsibility of the bidder(s), and the HSCC/AIIMS shall not be liable for any mistakes/loss or corruption of data in the downloading and/ or printing. The end of each volume of the tender documents should be marked in bold letter as “END OF VOLUME – X” (where “X” is the Volume Number) on a separate page in the uploaded document, which may be checked while downloading the tender documents to ensure that the complete tender documents has been downloaded. The tenderer(s) must also compare the document as printed with the document as uploaded on the website. The tenderer(s) shall sign the undertaking given in ANNEXURE –VIII of Volume – I (Part A) of Bid Document failing which the offer given by them shall be summarily rejected.
3. A master copy of the document downloaded from the website mention above shall be kept at HSCC Head Office, E-6A, Sector -1, Noida -201301, (U.P.). In case of any discrepancy between the tender document printed and submitted by the bidder after downloading from the website and the Master Copy, the later shall prevail and shall be binding on the tenderer(s). The offer received shall be deemed to have been submitted on the document as uploaded and appearing in the website mentioned above whose Master Copy is kept in the office of tender inviting authority.
4. The tenderer(s) shall print the documents on good quality, white A4 size paper on any quality Laser Printer.
5. The cost of tender document of Rs. 5,000/- (including service tax) as mentioned in the notice inviting tender shall be enclosed with the technical package Part –I of the offer as a Demand Draft payable in favor of “HSCC (I) Ltd. NOIDA payable at NOIDA as cost of tender. The cost of tender document shall not be clubbed with the earnest money deposit. The tenders submitted without the requisite cost of tender documents in appropriate form shall not be considered.
6. The tender shall be filled up after careful study of the document and the site and any clarification required may be obtained from the tender inviting authority whose address is given in the tender document.
7. The tenderer(s) downloading the documents from internet must keep themselves updated through the website from which the tender document is downloaded regarding corrigenda, if any, to the same website. The offers received without such corrigenda published are liable to be rejected.
8. Any willful changes/deletion/addition in printing carried out in the tender documents shall be viewed very seriously, whether detected at the time of opening/award of work, and the same may result in penal action including banning of further business with the defaulting tenderer(s). In addition, the tenderer(s) are liable to be prosecuted for the same as per law.
9. The Tenderer(s) or his authorized representative shall be original on each page of the downloaded tender document.

Signature of Tenderer(s)

ANNEXURE - VIII

Bidders submitting their bids using tender documents downloaded from the websites mentioned above should enclose the tender document fee in the form prescribe above in Envelope no.1 of their bids along with Certificate as per format given at ANNEXURE-VIII of this Volume I of the tender documents failing which the bid shall be rejected.

CERTIFICATE

(Only for bidders using tender documents downloaded from website)

We certify that the tender documents (Volume I & II) submitted by us along with our bid for _____(tender no.)_____ (name of work)_____ are downloaded from HSCC website (www.hsccltd.com) & AIIMS website www.aiims.edu. and is same in content and form (verbatim).

We also undertake that any deviation, if detected at any stage, would entitle AIIMS/ HSCC to reject our bid/tender/offer and take suitable penal action against us. In any such an eventuality, the decision of AIIMS /HSCC shall final and the same would be legally binding on us.

Signature & seal of the Tenderer

PROJECT UNDER EXECUTION OR AWARDED

Sl.No	Name of Work/ Project & location	Owner of sponsoring Organization	Cost of Work	Date of Commencement As per contract	Stipulated Date of completion	Uptodate Percentage Progress of work	Slow Progress, If any, & reasons thereof	Name & address/ Telephone No. of officer to whom reference may be made	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

Certified that above lists of works is complete and no work has been left out and that the information given is correct to my knowledge and belief.

Signature of Applicant

VOLUME I

PART B

INSTRUCTIONS TO BIDDERS

&

CONDITIONS OF CONTRACT

SECTION I: INSTRUCTIONS TO BIDDERS

A. General

1.0 Scope of work :

1.1 All India Institute of Medical sciences, Ansari Nagar, New Delhi represented by HSCC (India) Ltd. invites bids for the "Supply & Installation of Modular Furniture & Other associated works for Outreach OPD, AIIMS at BADSHA, Jhajjar, Haryana" and its maintenance during defect liability period

1.2 The successful bidder will be expected to complete the works within 01 (One) calendar months from the date of commencement of work.

2.0 The Employer:

All India Institute of Medical sciences, Ansari Nagar, New Delhi represented by their consultant M/s HSCC (India) Limited (HSCC), A Government of India Enterprise, having its Corporate office at plot No. 6(A), Block-E, Sector -1, Noida, Distt. Gautam Budh Nagar (UP) and having its registered office at 105, Plot No.5, Gupta Arcade, D.D.A. Local Shopping Complex, Mayur Vihar, Phase-I, Extension, Delhi-110091 will enter into the agreement with the chosen contractor for & on behalf of Employer.

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

3.0 Informations to be submitted:

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

1. Power of attorney of the signatory of the bid to commit the bidder.
2. A Work plan clearly bringing out how the bidder proposes to carry out the work to achieve the time schedule.

4.0 Cost of bidding :

The bidder shall bear all costs associated with the preparation and submission of his bid, and the Employer will in no case be responsible or liable for those costs.

5.0 Site visit :

The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility and at his own risk all information that may be necessary for preparing the bid and entering into a contract for supplying Office & Laboratory furniture. The cost of visiting the Site shall be at the bidder's own expense.

B. Bidding Documents

6.0 Content of bidding documents :

The set of bidding documents comprises the documents listed below :

Prequalification Document, Conditions of contract, Technical specifications & Bill of Quantities

7.0 Clarification of bidding documents :

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

8.0 Amendment of bidding Documents :

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

C. Preparation of Bids

9.0 Language of bid :

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

10.0 Documents comprising the bid :

The bid submitted by the bidder shall comprise the following:

- (a) Bid Security
- (b) Prequalification Document (Part A), Instruction to Bidders & Condition of Contract (Part B), Technical Specification & Tender Drawing (Part C) (Vol I)
- (c) Bill of Quantities (Vol II)
- (d) Documents mentioned in 6.0 above.

and any other documents required to be completed and submitted by bidders in accordance with these instructions.

11.0 Bid prices :

- 11.1 The bidder shall fill the rates against each item of BOQ both in words and figures.
- 11.2.1 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause shall be included in the rates, prices, and total amount of bid submitted by the bidder. The evaluation and comparison of bids by the Employer shall be made accordingly.
- 11.3 The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

12.0 Currencies of bid and payment :

The rate to be quoted by the bidder shall be in Indian Rupees.

13.0 Bid validity:

- 13.1 Bids shall remain valid for a period of 120 days after the deadline for bid submission specified in Clause 16.
- 13.2 In exceptional circumstances, the bidders may be requested to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for the period of the extension, and in compliance with Clause 14 in all respects.

14.0 Bid security:

- 14.1 The bidder shall furnish, as part of his bid, a security amount of Rs. 150000/- (Rupees One Lakhs Fifty Thousand Only). The bid security shall be valid up to 120 days after the deadline for bid submission specified in Clause 16.
- 14.2 The bid security shall be in the form of a Pay order/ Demand Draft from a Nationalized/Scheduled bank in favour of “**HSCC (I) Ltd, ” payable at Noida/Delhi.**
- 14.3 In case the bid security submitted in the form of Bank Guarantee from a Nationalized/Scheduled bank to be prepared in favour of “**HSCC (I) Ltd, ” payable at Noida/Delhi.**
- 14.4 The cost of tender documents shall be Rs. 5000/- to be deposited before purchase of tender documents either in cash or in the form of demand draft from a Nationalized/Scheduled bank in favour of “**HSCC (I) Ltd, ” payable at Noida/Delhi.**
- 14.3 Any bid not accompanied by an acceptable bid security shall be rejected.
- 14.4 The bid security of unsuccessful bidders will be returned within 28 days of the end of the bid validity period specified in Sub-Clause 13.1.
- 14.5 The bid security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required performance security.
- 14.6 The bid security shall be forfeited :
- (a) if the bidder withdraws his bid during the period of bid validity;
 - (b) if the bidder does not accept the correction of his bid price, pursuant to Clause 23; or
 - (c) in the case of a successful bidder, if he fails within the specified time limit to :
 - (i) sign the Agreement ; or
 - (ii) furnish the required performance security.
- 14.7 No interest will be payable on the bid security amount cited above.

15.0 Sealing, marking and submission of bid :

- 15.1 The bid shall be submitted in accordance with the procedure detailed herein. Documents shall be enclosed in separate envelopes of appropriate size each of which shall be sealed.
- (i) Envelope No. 1 shall contain the bid security and tender document fees in case of downloaded of tender as indicated in clause 14 of these instructions to bidders.
 - (ii) Envelope No. 2 shall contain the covering letter and original bid document consist of Prequalification Document (Part A) , Instruction to Bidders & Condition of Contract (Part B), Technical Specification & Tender Drawing (Part C) (Vol I), if any and all Amendments if any duly signed and stamped and the other bid documents as indicated at Clause 3.1. Non submission of any document may lead to rejection of bid.
 - (iii) Envelope No. 3 shall contain only the bill of quantities (Vol II) and rates/prices 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. Any variation between the rates mentioned in figures and words the rates in wards shall prevail.

The contractor must fill up the prices both in words and figures. All numbers of cutting to be signed & stamped by the bidder. Only summary of all quoted price shall be announced during opening of price bids.

Please note that the price should not be indicated in any of the documents enclosed in envelope 1 & 2

All bidders are required to submit unconditional bids. Conditional bids if submitted may be rejected and no correspondence in this regard shall be entertained.

- 15.2 The bidder shall seal the bid.
- 15.3 All the three envelopes shall be sealed and enclosed in fourth envelope and addressed to the GM (Project), HSCC (I) Ltd, E-6A, Sector-I, Noida-201301.
- 15.4 All the above envelope shall bear the following identification.

Name of work: - "Supply & Installation of Modular Furniture for Outreach OPD, AIIMS at BADSHA, Jhajjar, Haryana"

- 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 Employer (AIIMS, New Delhi) at the address specified above not later than the designated date and time.
- 16.2 The Employer (AIIMS) may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 8, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

17.0 Late bids:

Any bid received by the Employer (AIIMS) after the deadline prescribed in Clause 16.0 will be returned unopened to the bidder.

18.0 Modification and withdrawal of bids:

- 18.1 The bidder may modify or withdraw his bid by giving notice in writing before the deadline prescribed in Clause 16.
- 18.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 15, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.
- 18.3 No bid shall be modified after the deadline for submission of bids.
- 18.4 Withdrawal of bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in the Form of Bid shall result in the forfeiture of the bid security pursuant to Clause 14.

D. Tender Opening and Evaluation

19.0 Bid opening:

- 19.1 Bids shall be opened in the office of HSCC (I) Ltd, E-6A, Sector-1, Noida, half an hour after the prescribed time for tender submission in presence of the bidders representatives who may wish to be present.

Envelope No.1: Shall be opened first. If the bid Security and tender document fee (in case of download of the tender) is not found as prescribed, the bid shall be summarily rejected.

Envelope No.2: Shall then be opened. Bids of parties who do not accept the conditions laid down in the bid documents and not fulfilling prequalification criteria shall be rejected.

Envelope No. 3 : Shall contain the sealed price bid only. Whose bids are found to be complied as per envelope-1 & 2 & substantially responsive and meets prequalification criteria shall be opened at a subsequent date to be intimated in advance to such eligible bidders.

- 19.2 The Engineer will examine the bids to determine whether they are complete, whether the requisite bid securities have been furnished, whether the bids have been properly signed and whether the bids are generally in order.
- 19.3 Telegraphic/ fax offer will be treated as defective/ invalid and rejected. Only detailed complete bids received prior to the closing time and date will be taken as valid.
- 19.4 The bidders names, general technical details, the presence of the requisite bid security and such other details as the Engineer, at his discretion may consider appropriate will be announced at the bid opening.
- 19.5 The bid of any bidder who has not complied with any of the instructions contained herein may not be considered.

20.0 Process to be confidential :

- 20.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Engineer's processing of bids or award decisions may result in the rejection of his bid.

21.1 Clarification of bids :

- 21.1 To assist in the examination, evaluation, and comparison of bids, the Engineer may, at his discretion, ask any bidder for clarification of his bid, including break down of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Engineer in the evaluation of the bids in accordance with Clause 23.

22.0 Examination of bids and determination of responsiveness :

- 22.1 Prior to the detailed evaluation of bids, the Engineer will determine whether each bid (a) meets the eligibility criteria; (b) has been properly signed; (c) is accompanied by the required securities; (d) is substantially responsive to the requirements of the bidding documents; and (e) provides any clarification and/or substantiation that the Engineer may require.
- 22.2 A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Engineer's right or the bidder's obligations under the contract or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 22.3 If a bid is not substantially responsive, it will be rejected by the Engineer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

23.0 Correction of errors :

- 23.1.1 Bids determined to be substantially responsive shall be checked by the Engineer for any arithmetic errors. Errors will be corrected by the Engineer as follows :
- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
- (b) If the bidder does not accept the corrected amount of bid, his bid will be rejected, and the bid security may be forfeited in accordance with Sub-Clause 14. 6(b).

24.0 Currency for bid evaluation :

Bids shall be evaluated as quoted in Indian Rupees in accordance with Clause 12.

25.0 Evaluation and comparison of bids :

- 25.1 The Engineer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 22.
- 25.2 In evaluating the bids, the Engineer will determine for each bid the Evaluated Bid Price by adjusting the Bid Price after making any correction for errors pursuant to Clause 23.

E. Award of Contract

26.0 Award Criteria :

- 26.1 Subject to Clause 27, the Employer intends to award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the Lowest Evaluated Bid Price.

27.0 Employer's right to accept any bid and to reject any or all bids :

- 27.1 Notwithstanding Clause 26, the Engineer on behalf of the Employer reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the Employer's action.

28.0 Notification of award :

- 28.1 Prior to expiration of the period of bid validity prescribed, the Employer/Consultant (HSCC) will notify the successful bidder by cable confirmed by registered post /courier letter that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provision of Clause 29.
- 28.3 Upon furnishing by the successful bidder of a performance security, the Engineer on behalf of the Employer will promptly notify the other bidders that their bids have been unsuccessful.

29.0 Performance Security :

- 29.1 Within 15 days of receipt of the notification of award from the Employer(AIIMS)/ Consultant (HSCC), the successful bidder shall furnish to the Consultant (HSCC), a performance security in the form of a bank guarantee from any of the scheduled bank in favour of HSCC (I) Ltd **for an amount equivalent to 5% of the Contract Price**. 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
- 29.2 Failure of the successful bidder to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the bid security.

29.3 Signing of Agreement

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

30.0

Site information's

Contractor/agency/firms at his own cost shall provide 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 to HSCC as per requirements given by the Engineer and a telephone/Mobile with STD/recharge facility.

31.0

Interior decoration work is required to be carried out by specialized agency. Prior to start of work approval of specialized agency is to be taken from Engineer/Consultant. Expenditure on this account shall be borne by Contractor/firms

Section 2. Conditions of Contract

A. General 1.0 Definitions :

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

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

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

The Completion Date is the date when the Engineer notifies that the works can be used by the Employer.

The Employer is All India Institute of Medical Sciences , New Delhi

The Consultant is M/s. HSCC (I) Ltd. (HSCC).

The Contract is the contract between the Employer of the one part and the Contractor of the other.

The Contract Data defines the documents and other information which comprise the Contract.

The Contractor is a person or corporate body whose bid to carry out the Works has been accepted by the Employer.

The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.

The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

A Defect is any part of the Works not completed in accordance with the Contract.

The Engineer is the person named in the Contract Data who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time etc.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The Initial Contract Price is the Contract Price at the date of the Employer's written acceptance of the Contractor's Bid.

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an Extension of time.

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

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

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

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

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

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

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

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

2.0 Interpretation :

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

3.0 Language and law :

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

4.0 Engineer's decisions :

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

5.0 Delegation :

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

6.0 Communications :

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

7.0 Removal of personnel

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

8.0 Contractor's risks :

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

Excepted Risks are :

- a.
 - (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,
 - (iii) ionising radiations, or contamination by radio - activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio - active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
 - (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed,
- b. loss or damage due to the use or occupation by the Employer of any section or part of the Permanent Works, except as may be provided for in the Contract.
- c. loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible.

9.0 Insurance :

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

- (a) cover against damage to other people's property caused by the Contractor's acts or omissions;
 - (b) cover against death or injury caused by the Contractor's acts or omissions to
 - (i) anyone authorised to be on the Site ;
 - (ii) third parties who are not on the Site ;
 - (c) cover against damage to the Works and materials during construction.
- 9.2 Policies and certificates for insurance are to be produced by the Contractor to the Engineer for approval before the Start Date given in the Contract Data and subsequently as the Engineer may require.
- 9.3 If the Contractor does not produce any of the policies and certificates required, the Employer may effect the insurance for which the Contractor should have produced the policies and certificates and recover the premiums it has paid from payments due to the Contractor till the said insurance by agency regularized by agency.
- 9.4 Alterations to the terms of an insurance may be made either with the approval of the Engineer or as a result of general changes imposed by the insurance company with which the insurance policy is effected.
- 9.5 Both parties are to comply with conditions of the insurance policies.

10.0 Indemnities :

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

11.0 Queries about the contract data :

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

12.0 Contractor to execute the works :

The Contractor is to supply, installation testing & commissioning of Office & Laboratory furniture in accordance with the Specification and terms& conditions of contract..

13.0 The works to be completed by the intended completion date :

The Contractor may begin the Works on the Start Date and is to carry out the Works in accordance with the program submitted by him, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

14.0 Approval of samples of all the BOQ items to be taken from client before manufacturing.

15.0 Safety :

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

16.0 Possession of the site :

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

17.0 Access to the site :

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

18.0 Instructions :

The Contractor shall carry out all instructions of the Engineer.

19.0 Procedure for disputes :

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

the execution of the works, whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the contract, it shall, in the first place, be referred to and settled by the Engineer who shall, within a period of ninety days after being requested by either party to do so, give written notice of his decision to the Employer and the Contractor. Subject to arbitration, as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the Employer and the Contractor and shall forthwith be given effect to by the Employer and by the Contractor, who shall proceed with the execution of the works with due diligence whether he or the Employer requires arbitration or not. If the Engineer has given written notice of his decision to the Employer and the Contractor and no claim to arbitration has been communicated to him by either the Employer or the Contractor within a period of ninety days from receipt of such notice, the said decision shall remain final and binding upon the Employer and the Contractor. If the Engineer shall fail to give notice of his decision, as aforesaid within a period of ninety days after being requested, or if either the Employer or the Contractor be dissatisfied with any such decision, then and in any such case either the Employer or the Contractor may within ninety days after receiving notice of such decision or within ninety days after the expiration of the first named period of ninety days as the case may be require that the matter or matters in dispute be referred to arbitration as hereinafter provided. All disputes or differences in respect of which the decision if any of the Engineer has not become final and binding as aforesaid, shall be finally settled under the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re - enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. Such arbitration shall be settled by Sole arbitrator who shall be appointed by Chairman cum Managing Director, HSCC. The arbitration shall take place in New Delhi unless both parties agree otherwise. Neither party shall be limited in the proceedings before the arbitrator to the evidence or arguments put before the Engineer for the purpose of obtaining his said decision. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator on any matter whatsoever relevant to the dispute or difference referred to the arbitrator as aforesaid. The reference to arbitration may proceed notwithstanding that the works shall not then be or be alleged to be complete provided always that the obligations of the Employer, the Engineer and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works.

B. Time Control

20.0 Program :

20.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for his approval a program showing the general methods, arrangements, order, and timing for all the activities in the Works.

20.2 The Contractor is to submit to the Engineer an updated program as required by the Engineer.

20.3 The Engineer's approval of the program does not alter the Contractor's obligations. The Contractor may revise the program and submit it to the Engineer again at any time. A revised program is to show the effect of Variations.

21.0 Extension of the intended completion date :

- 21.1 The Engineer is to extend the Intended Completion Date if an event not attributable to the contractor causing delay occurs or a Variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date.
- 21.2 The Engineer is to decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking him to decide upon the effect of a event causing delay or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by his failure is not considered in assessing the new Intended Completion Date.

22.0 Delays ordered by the Engineer :

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

23.0 Management meetings :

- 23.1 The Engineer and/ the Contractor may be required the other to attend a management meeting. The business of a management meeting is to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

C. Quality Control

24.0 Identifying defects :

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

- 25.0 Tests : Tests of all materials will be carried out as per BIS. Incase it is not available in BIS the same shall be carried out as per decision given by engineer based on existing general practice which will be binding to the agency. The material which is not passing to BIS or any other test will be rejected or may be accepted with reduced rates as per decision taken by engineer.**

26.0 Correction of defects :

- 26.1 The Engineer is to give notice to the Contractor of any Defects of which he is aware before the end of the Defects Notice Period, which begins at Completion.
- 26.2 Every time notice of a Defect is given, a Defects Correction Period for the notified defect beings. The Contractor is to correct the notified defect within the Defects Correction Period. The length of the Defects Correction Period is one year as also stated in the Contract Data.
- 26.3 The Contractor is to correct defects which he notices himself before the end of the Defects Notice Period.
- 26.4 The Engineer is to certify that all Defects have been corrected when all known Defects have been corrected. If the Engineer considers that correction of a Defect is not essential he can request the Contractor to submit a quotation for the corresponding reduction in the Contract Price or an earlier Intended Completion Date or both. If the Engineer accepts the quotation, the corresponding change in the Contract Data is a Variation.

27.0 Uncorrected defects after completion date :

- 27.1 After completion the Engineer may arrange for a third party to correct a Defect if the contractor has not corrected it within the Defects Correction Period.
- 27.2 The Engineer is to give the Contractor at least 28 days notice of his intention to use a third party to correct a Defect. If the Contractor does not correct the Defects himself within this notice period,

the Engineer may have the Defect corrected by the third party. The cost of the correction will be deducted from the Contract Price.

D. Cost Control

28.0 Bill of quantities :

28.1 The Bill of Quantities is to contain items for the work to be done by the Contractor.

28.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

29.0 Changes in the quantities:

29.1 Final work done may exceed to any extent item wise as well as total work value wise.

29.2 If requested by the Engineer, the Contractor is to provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

30.0 Variations :

30.1 All Variations are to be included in updated programs produced by the Contractor.

31.0 Payments for variations :

If the contract does not contain any rates or prices applicable to the varied work, the rates and prices in the contract shall be used as basis for valuation so far as may be reasonable, failing which , after due consultation by the engineer with the contractor, suitable rates or prices shall be agreed upon between the engineer and the contractor. In the event of disagreement, the engineer shall fix such rates or prices as are, in his opinion, appropriate based on CPWD norms and shall notify the contractor accordingly.

32.0 Cash flow forecasts :

32.1 The contractor shall provide cash flow forecast at the start of work to the Engineer. When the program is updated, the Contractor is to provide the Engineer with an updated cash flow forecast.

33.0 Payment certificates :

33.1 The contractor shall submit to the Engineer monthly statements of the value of the work completed less the cumulative amount certified previously on a printed proforma (prepared at the cost of Contractor).

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

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

34.0 Payments :

Payment against each monthly RA bills upon each of the engineers certificates shall be made by the Employer/Consultant (HSCC) within 30 days after such certificates issued by the Engineer i.e. HSCC (I) Ltd.

However, 75% of the estimated amounts as determined by the Engineer of the payment due against the monthly running bill shall be paid within 10(ten) working days from the date of submission of the bill by the contractor and after certification by the Engineer representative at site/H.O in the approved format and complete in all respects accordingly payment shall be made by the **Employer/Consultant (HSCC)**.

1 50% payment on delivery and after making the item ready for installation

2. **75% on installation**
3. **90% after checking and verification of individual items by the engineer**
4. **5% on certification of functioning by the user/engineer**
5. **Balance 5% one month after handing over**

To facilitate interim payments, the contractor shall submit a detailed price breakup of the items required to be executed for the project, for the approval of the Engineer. The payment shall be released as per the terms of the payment given in the tender document.

35.0 Taxes:

Taxes shall be deducted as applicable.

36.0 Cost of Labour :

The Contractor shall be deemed to have allowed in his Tender Price for the full cost of labour having due regard to the provision of all labour legislation of the Central and State Government which are in force on the date of the tender and which are applicable to labour engaged for the Contract.

37.0 Retention Amount :

37.1 The retention money @ 5% of gross value of each RA bill shall be deducted from the contractor bill by the Employer as stated in the Contract Data until Completion of the whole of the Works.

37.2 On Completion of the whole of the Works, half the total amount retained is repaid to the Contractor and balance half when the Defects Notice Period has passed and the Engineer has certified that all Defects notified by him to the Contractor before the end of this period have been corrected. The second half of the retention may be paid against submission of Bank Guarantee approved by the Engineer from any nationalized bank if applicable.

38.0 Liquidated damages :

38.1 If the contractor fails to complete execution of works within the relevant time as specified in the Contract Data / Extended date, the contractor shall pay the employer the relevant sum of Rs. 1000/- per day subject to maximum 5% of contract value as stated in the Contract Data as liquidated damages for every day or part of a day which shall elapse between the relevant time of completion and the date stated in Taking over certificate

39.0 Securities:

39.1 The performance payment securities are to be provided to the Employer by the Start Date and are to be issued in a form and by a bank acceptable to the Employer. payable.

39.2 If there is no reason to call the performance security, the performance security is to be returned by the Employer within 14 days of the last Defects Correction Period.

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

39.4 The Employer may claim against the surety if any of the following occurs for 42 days or more

- (a) the Contractor is in breach of the Contract and the Employer has notified him that he is
- (b) the Contractor has not paid an amount due to the Employer.

40.0 Cost of repairs :

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

E. Finishing the Contract

41.0 Completion :

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

42.0 Taking over :

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

43.0 Final account :

43.1 The Contractor is to furnish to the Engineer a detailed account of the total amount which he considers is payable to him under the Contract before the end of the Defects Notice Period. The Engineer is to certify any final payment which is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer is to issue a schedule which states the scope of the corrections or additions which are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer is to decide on the amount payable to the Contractor.

44.0 Remedies and Powers due to Default of Contractor:

44.1 If the contractor shall become bankrupt or if the Engineer shall certify in writing to the Employer that in his opinion the contractor:

- a) has abandoned the contract, or
- b) without reasonable excuse has failed to commence the work or has suspended the progress of the works for twenty eight(28) days after receiving from the Engineer written notice to proceed, or
- c) has failed to remove materials from the Site or to pull down and replace work twenty eight(28) days after receiving from the Engineer written notice that the said materials or work had been condemned and rejected by the Engineer under these conditions, or
- d) despite previous warnings by the Engineer, in writing, is not executing the works in accordance with the contract, or is persistently or flagrantly neglecting to carry out his obligations under the Contract, or
- e) has to the detriment of good workmanship, or in defiance of the Engineer's instructions to the contrary, sublet any part of the contract, then all the events mentioned in this clause 54.1 shall for the avoidance of doubt be a breach of this contract and the Employer may, after giving fourteen(14) days notice to the contractor, enter upon the site and the works and expel the contractor there from without thereby voiding the contract, or releasing the Contractor from any of his obligations or liabilities under the contract, or affecting the rights and powers conferred on the Employer or the Engineer by the contract, and may himself complete the works or may employ any other contractor to complete the works. The Employer or such other contractor may use for such completion so much of the constructional plant, Temporary works and materials, which have been or are deemed to be reserved exclusively for the execution of works under the provisions of the contract, as he or they may think proper, and the Employer may, at any time sell any of the said constructional plant, Temporary works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the contractor under contract.

45.0 Valuation at date of forfeiture:

The Engineer shall as soon as may be practicable after any such entry and expulsion by the Employer, fix and determine ex-parte, or by or after reference to the parties, or such investigation or enquiries as he may think fit to make or institute, and shall certify what amount, if any, had at the time of such entry and expulsion been reasonably earned by or would

reasonably accrue to the contractor in respect of work then actually done by him under the contract and the value of any of the said unused or partially used materials, any constructional plant and any Temporary works.

46.0 Payment after forfeiture:

If the Employer shall enter and expel the contractor under this clause, he shall not be liable to pay to the contractor any money on account of the contract until the expiration of the Defects Notice period and thereafter until the costs of execution and maintenance, damages for delay in completion, if any, and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the Engineer. The contractor shall then be entitled to receive only such sum or sums, if any as the Engineer may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which would have been payable to the contractor on due completion by him then the Contractor shall, upon demand pay to the Employer the amount of such excess and it shall be deemed a debt due by the contractor to the Employer and shall be recoverable accordingly.

47.0 Property:

47.1 All materials on the Site, Plant, and Equipment owned by the Contractor, Temporary Works and Works are deemed to be the Property of Employer and are at his disposal if the Contract is terminated because of a fundamental breach of Contract by the Contractor.

48.0 Frustration:

48.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Engineer is to certify that the Contract has been frustrated. The Contractor is to make the Site safe and stop work as quickly as possible after receiving this certificate and is to be paid for all work carried out before receiving it and for any work carried out afterwards to which he was committed.

Section 3. Contract Data

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

The following documents are also part of the Contract :

	Clause Reference (Conditions of contract)
*The Contractor's Bid and Letter of Acceptance	[1]
*The Conditions of Contract	[1]
*The Technical Specifications	
*The Drawings	
*The Program	[20]
*The Bill of Quantities	[28]
The Employer Is	: All India Institute of Medical Sciences (AIIMS), NEW DELHI.,
The Engineer is :	General Manger (Project) or any other officer nominated from time to time by Chairman Cum Managing Director(CMD)/Director of HSCC (I) Ltd. Plot 6(A),Block-E, Sector-1,Noida, Distt. Gautam Budh Nagar, Uttar Pradesh-201301.
*The Start Date is as notified in the letter of Acceptance	
*The Intended Completion Date for the whole Work is 03 calendar month from Date of Award.	[13]
*The Contractor is to submit the program for the works within 15 days of being notified of the acceptance of his bid.	[20]
*The contractor is to submit the updated program at the interval of 15 days	[20.3]
*The Site is located at AIIMS Badsha, Jhajjar, Haryana	[1]
*The Defects Notice Period is ONE YEAR	[26]
*The Defects Correction Period is 30 days.	[26,27]
*The language of the Contract is English	[3]
*The law which applies to the Contract is the law of the Union of India, Jurisdiction is High Court of Delhi only	[3]
*Arbitration procedure to be used shall be Arbitration and Conciliation Act 1996 or the latest amended.	[19]
*Appointing Authority for the arbitrator	[19]
*Place where arbitration will take place : New Delhi.	[19]
*The currency of the contract is the Indian Rupees.	
*The proportion of payments retained is 5%. Limited to 5% of contract value.	[37]
*The liquidated damages for the whole of the work are Rs. 1,000/- per day.	[38]

*Maximum liquidated damages shall be 5% of the Contract price.

[38]

*The amounts and currencies of the performance guarantee are

[39]

Amount : 5% of Contract price
Currency : Indian Rupees

FORM OF AGREEMENT

1. This Agreement made the _____ day of _____ 2012 between All India Institute of Medical Sciences (AIIMS), NEW DELHI. (hereinafter called "The Employer") represented by M/s HSCC (India) Limited, E-6(A), Sector - 1, Noida (UP) - 201301 who enters into this Agreement of the one part and M/s _____ (hereinafter called "the Contractor") of the other part.

1.1 Whereas the Employer is desirous that certain Works should be executed by the Contractor, viz **Supply & Installation of Modular Furniture for Outreach OPD, AIIMS at BADSHA, Jhajjar, Haryana and its maintenance during defect liability period ("the works")** and has accepted a bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

Now this Agreement witnesseth of follows :

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz :
 - (a) The Letter of Acceptance and Correspondences ;
 - (b) The said bid ;
 - (c) The Conditions of Contract ;
 - (d) The Specification ;
 - (e) The Drawings ;
 - (f) The Priced Bill of Quantities ;
 - (g) Any other relevant documents referred to this Agreement or in the aforementioned documents
3. In consideration of the payments to be made by the Employer/Consultant to the Contractor as herein after mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer/Consultant hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or only such sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof, the parties hereto have caused this Agreement to be executed the day and year first before written.

Signed, Sealed, and Delivered by the Said _____

Binding Signature of HSCC (I) Ltd on behalf of Employer (AIIMS)

Binding Signature of Contractor _____

in the presence of

Witness (1) :

Witness (2) :

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

To,

HSCC (I) Ltd
E-6A, Sector-1
Noida-201301

Dear Sir,

In consideration of All India Institute of Medical Sciences (AIIMS), NEW DELHI. (hereinafter called Employer) which expression shall include his successor and assigns represented by his Consultant M/s. HSCC (I) Ltd., Plot - 6 (A), Block - E, Sector - I, Noida, Uttar Pradesh - 201 301 (hereinafter called HSCC) having awarded to M/s _____ (hereinafter referred to as the said Contractor or `Contractor' which expression shall whenever the subject to context so permits include its successors and assigns) a contract No. _____ in terms inter alia, of the HSCC Letter No. _____ dated _____ and the General Conditions of Contract and upon the condition of the contractor's furnishing security for the performance of the contractor's obligations and discharge of the contractor's liability under and in connection with the said contract 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 assigns) having our branch office at _____ and Registered/Head Office at _____ a company registered under the Companies Act, 1956) hereby jointly and severally undertake to guarantee the payment to the Employer in rupees forthwith on demand in writing and without protest or demur or any and all moneys any wise payable by the contractor to the Employer under in respect of or in connection with the said contract inclusive of all the Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys any wise payable in respect of the above as specified in any notice of demand made by the Employer to the Bank with reference to this guarantee 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 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 any wise affected or suspended by reason of any dispute or disputes having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to The Employer in terms hereof.
6. The amount stated in any notice of demand addressed by The Employer to the Bank as liable to be paid to The Employer by the Contractor or as suffered or incurred by The Employer on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to The Employer or suffered or incurred by The Employer as the case may be and shall be payable by the Bank to The Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of The Employer and liabilities of the contractor arising up to and until midnight of _____.
8. This guarantee shall be in addition to any other guarantee or security whatsoever that The Employer may now or at any time any wise may have in relation to the Contractor's obligations/or liabilities under and/or in connection with the said contract, and The Employer shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which The Employer may have or obtain and no forbearance on the part of The Employer in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.
9. It shall not be necessary for The Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any security which The Employer may have obtained or obtain from the contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealised.
10. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of The Employer in writing and agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.
11. We _____ the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.
12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. _____ (Rupees _____) and this guarantee shall remain in force till _____ and unless a claim is made on us within 3 months from that date, that is before _____ all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities thereunder.

Dated _____ day of _____ 2012

For and on behalf of Bank.

Issued
under
seal :

PROFORMA FOR BID SECURITY BANK GUARANTEE

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

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

To
HSCC (I) Ltd
E-6A, Sector-1
Noida-201301

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 unequivocal.

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

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

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

Dated this day of 2012

Yours faithfully,

For

Signature & seal of the Bank (Authorised Signatory)

VOLUME I

PART C

**TECHNICAL SPECIFICATION
& TENDER DRAWING**

TECHNICAL SPECIFICATION

Supply & Installation of Modular Furniture for Outreach OPD, AIIMS at BADSHA, Jhajjar, Haryana

❖ Following Basic Material to be Used in Office Furniture with prior approval of Client :

Material Requirements For All Revolving And Tubular Chairs :

1. Cushion chairs are made out of flexible polyurethane foam molded to have consistent hardness of 20-24 kg .
2. The polyurethane foam should be molded with density 45 +/- 2 kg/meter cube and hardness 20 +/- 2 kg on hampdness machine at 25% compression.
3. Armrest of chairs should be made out of integral skin polyurethane foam of shore hardness 'a' 50-70 and reinforced with ms steel insert except unless otherwise specified.
4. Gas lift mechanism for height adjustments tested for 100000 cycles of operation.
5. Chair base of the pedestal consists of 5 prongs made of 5 mm thick ms plates.
6. Plastic cladding is provided to make the pedestal look good aesthetically. The ms pedestal should be tested for load bearing.
7. Twin wheel castors are made of nylon and should be tested to carry a load upto 82 kgs on the chair.
8. All steel components should be powder coated conforming to :-
 - ❖ Dry film thickness more than 45 microns.
 - ❖ Salt spray test to withstand corrosion.
 - ❖ Adhesion as per din 53152 standards.
 - ❖ Scratch hardness as per bs 3900/e2
 - ❖ Impact test.
 - ❖ Pencil scratch test

Mandatory Tests To be Done By Manufacturer on Chairs :

- Seating Impact test.
- Arms Strength Test
- Back Durability Test.
- Castor/ Chair durability test.
- Base Test.
- Castor retention test.
- Castor Pull Out test.
- Castor Breakability Test.

Powder Coating Tests :

All MS components shall be epoxy polyester powder coated using the seven chamber pretreatment process with the powder thickness greater than 40 microns Dry Film Thickness.

Tests to Be Carried Out on Powder Coating :-

- Cross Cut Test- To check Adhesion
- Impact Resistance Test – To 150 kgs/cm as per BS 3900/E3.
- Scratch Hardness- Upto 4 kgs as per BS 3900/E2.
- Salt Spray Test.

Anti Rust Treatment To Be Followed For All Metal Components :

The manufacturer should have anti rust treatment facilities for treating all the metal components. The anti rust treatment shall consist of Removal of oil by treating metal Components with sodium carbonate and alkaline phosphate at 60 degrees centigrade followed by Rinsing with water at normal temperature. The rinsed components are to be dipped in phosphoric acid solution at 45 degrees centigrade for 10 minutes minimum for de-rusting followed by Rinsing. Components shall undergo phosphating by dipping in phosphating tank containing iron hydrogen phosphate dissolved in phosphoric acid at normal temperature for minimum 5 minutes followed by rinsing and finally Dipping components in chromic phosphatic acid reducing agent chemical at temperature of 80 degree centigrade(+/-10%) for minimum period of 60 seconds.

Specifications For Materials And Processes To Be Used On Furniture

Specifications For Steel Used In Chairs and Other Items :

- Cold rolled steel for MS sheet shall have thickness ranging from 0.63mm to 1.2mm as per IS:513-1994.
- Hot rolled steel for MS sheet shall have thickness ranging from 2.5mm to 3.15mm as per IS:10748 Group I.
- MS ERW tubes used for tubular components should satisfy IS-7138.

Specification For Fabric To Be Used For Upholstery :

<u>Material Type</u>	<u>Description/ Selection Criterion</u>
100% Polyester, fiber dyed	For a Span of 1.2 Meters shall have weight 330-grams/ meters.
100% poly Propylene	For a Span of 1.2 Meters shall have weight 230-grams/ meters.

Material Specifications :

1) Plain Particle Board (Medium Density) :

Particle boards conforming to IS 2380(1977) with physical characteristics as under

Density	:	600 –900 kg per meter cube.
Moisture content	:	5.10%
Water absorption	:	2 hour test – max 15% 24 hour test – max 40%
Swelling in water	:	2 hour – max. 5% thickness
Swelling due to water absorption	:	max 6%
Tensile strength perpendicular to surface square.(for all thickness)	:	min 0.3 Newton per millimeter
Tensile strength after cyclic test	:	min 0.3 N/mm square
Screw withdrawal strength on face	:	min 1250 N
Screw withdrawal strength on edge	:	min 850 N

2) Medium Density Fiber Boards :

Medium Density Fiber Board conforming to IS: 2380-1977 with following physical characteristics

Specific Gravity	:	0.5 to 0.9
Density	:	600 –900 kg per meter cube.
Moisture content	:	5 to 10%
Water absorption	:	2 hour test – max 7% 24 hour test – max 15%
modules of rupture upto 20mm thick :		min 30 N/mm square.
Modules of rupture above 20 mm thick:		min 25 N/mm square.
Linear expansion in thickness due to surface absorption	:	max 5%
Swelling due to general absorption after 24 hour soaking in		
Thickness	:	max 4%
Length	:	max 0.4%
Width	:	0.4 % min.
Tensile strength perpendicular to surface thickness)	:	0.7 N/mm square.(for all
Screw withdrawal strength on face	:	min 1500 N
Screw withdrawal strength on edge	:	min 1250 N

3) Pre Laminated And Twin Particle Boards :

Prelaminated and twin particle boards as per IS:2380-1977.

Density	:	600 –900 kg per meter cube.
Moisture content	:	5 to 10%
Water absorption	:	2 hour test – max 15% 24 hour test – max 30%
Swelling in water	:	2 hour – max. 8% in thickness
Modules of rupture	:	min. 15 N/mm square.
Tensile strength perpendicular to surface	:	min 0.5 N/mm square.(for all thickness)
Screw withdrawal strength on face	:	min 1550 N
Screw withdrawal strength on edge	:	min 850 N

The following characteristics are according to annexure of IS:128323-1990.

Resistance to steam- No sign of blister, delaminating or change in surface finish.

Resistance to crack – No sign of crack and delamination.

Resistance to cigarette burn.

Resistance to stain.

Abrasion Resistance (min) in no of revolutions.

4) Post formed Laminate Sheets :

The pos formed (high pressure decorative laminate) one side bearing 0.6 or 0.8 mm thick decorative conform to NEMA specification- ANSI/NEMA/LD-3-1991.

The physical characteristics and test requirements are as per NEME-LD-3-1991.

Impact strength - Ball Impact resistance min 20”

Wear resistance - Min 400 cycles.

Gross dimensional change in machine direction - Max. 1.1%

Gross dimensional change in cross machine direction - 1.4% max.

High temperature resistance - slight effect is accepted on specimen at the final examination.

Stain resistance-No effect is acceptable on the specimen.

Formability - Min radius 12.5mm.

Blister Resistance - Min 40 Sec.

Boiling water immersion test (2 hour test) as per IS:2046-1969.

Increase in weight - Max. 30%.

Increase in thickness - Max 30%.

5) Decorative Laminated Sheets :

Decorative thermosetting synthetic resin bonded laminated sheets are used in 1.0mm thickness and are of type 1 with having one side bearing the decorative surface. The finish, shade, color and pattern shall be mutually decided by the purchaser and supplier. Physical characteristics and test requirements are as per appendix of IS:1046-1969. Resistance to dry heat – no blistering or appreciable surface deterioration or loss of gloss. Dimensional stability in low humidity test at 70+/- 2deg C for 24 hours.- less than 0.5% in length and width dimensions. Resistance to immersion in boiling water.

Increase in weight - max 5%
Increase in thickness - max 5%

Resistance to staining for 24 hours with standing against agents specified in IS 2046-1969. specimen should not show blistering at the final examination. Cross breaking strength for 0.6mm thick—2000 kg per CM Square.

Cross breaking strength for 1.0 mm and 1.5mm thick – min 4000 kg per CM square.

Impact strength - min 0.035 kg fm

Machinery test - no Slitting or cracking.

6) Epoxy Powder Coating.

Epoxy powder used for coating shall be of a standard shade or as specified at the time of tender. The specific gravity of powder 1.6(+/-0.2) gives a DFT of 50-60 microns. Pencil Hardness of 2H; Cross hatch Adhesion(DIN 553151) or GT – ‘O’ gloss @ 60 DIN 67530 of 80 +/- 5% for all standard except black for which it shall be 45 +/-5 for black. The coating should be able to withstand min 500 hour of salt spray test. Impact resistance of 150kgcm.

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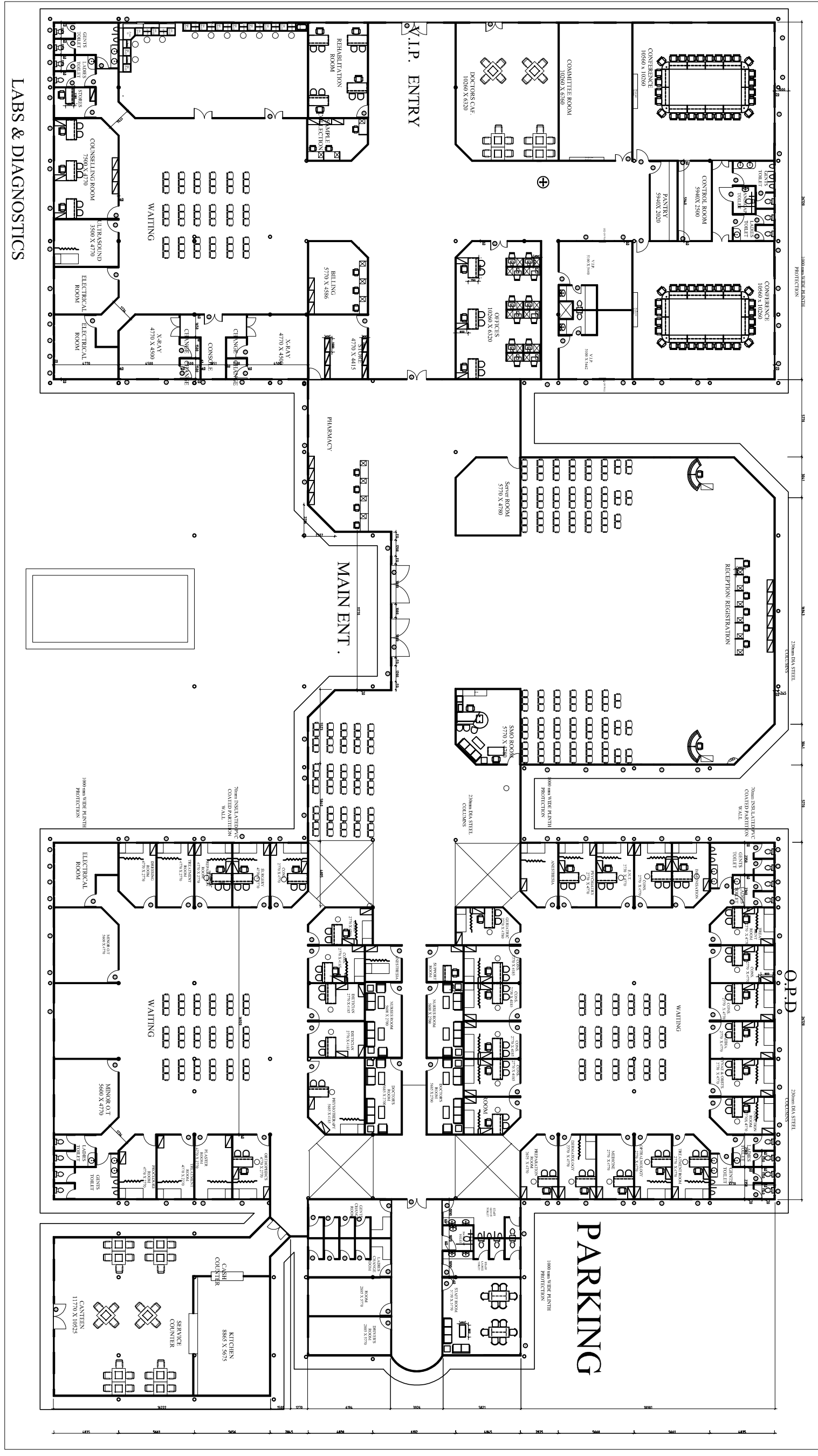
NOTES

REV	DATE	DESCRIPTION

PROJECT
 ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS)
 AT VILL. BARHSA
 DISTT. JHAJJAR
 HARYANA

TITLE
 TEMPORARY O.P.D.
 GROUND FLOOR PLAN
 Furniture layout DRAWING

HSCC/BUHP2/P/G2/JTD/OPD/002/R0 Drawing No.	Rev.
Job No.	Scale
App by	Prep. by
Rev. by	Date



END OF VOLUME-I