

**LADY HARDINGE MEDICAL COLLEGE &  
ASSOCIATED HOSPITALS , NEW DELHI**

**Dismantling of existing Faculty Flats & Part of Nurses  
Hostel buildings & Disposal of serviceable/  
unserviceable materials from LHMC campus, Shaheed  
Bhagat Singh Marg, New Delhi**

Terms and Conditions of Contract

**Volume-I**

**April' 2019**



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/168/PM/LHMC/Dismantling/2019**

## **Lady Hardinge Medical College & Associated Hospitals, New Delhi**

### **NOTICE INVITING QUOTATION**

Tender No. HSCC/168/PM/LHMC/Dismantling/2019 Dated: 14/04/2019

Director, LHMC, Lady Hardinge Medical College & Associated Hospitals, New Delhi on behalf of President of India intends to invite tenders/quotation from eligible contractors/firms for dismantling of existing faculty flats & Part Nurses Hostel building & disposal of serviceable / unserviceable material from LHMC campus, Shaheed Bhagat Singh Marg, Connaught Place, New Delhi.

Estimated credit to be given by bidder Rs.14 Lakh.

Date of sale of tender documents is from **16.04.2019 to 23.04.2019 upto 14:00 hrs.** For more details refer HSCC website [www.hsccltd.co.in](http://www.hsccltd.co.in) or LHMC website [www.mohfw.nic.in/lhmc](http://www.mohfw.nic.in/lhmc). Last date of submission of tender documents complete in all respects is on or before 23.04.2019 **upto 15:00 hrs.**

**Director, LHMC**

**LADY HARDINGE MEDICAL COLLEGE & ASSOCIATED  
HOSPITALS (LHMC),  
(Ministry of Health & Family Welfare, Govt. of India)  
New Delhi  
NOTICE INVITING e-TENDER (Detailed NIT)**

Tender No. HSCC/168/PM/LHMC/Dismantling/2019

14.04.2019

Director, LADY HARDINGE MEDICAL COLLEGE & ASSOCIATED HOSPITALS (LHMC), New Delhi on behalf of the President of India invites percentage rate bids through e-tendering from eligible contractors/firms for the following works:

Name & description of work	Estimated cost (Rs.)	Completion period of work (months)	Last date to fill/upload the tender through e-Tendering.	Bid Security amount (in Rs.)
Dismantling of existing faculty flats & Part Nurses Hostel building & disposal of serviceable / unserviceable material from LHMC campus, Shaheed Bhagat Singh Marg, Connaught Place, New Delhi.	14.00 Lakh	1 Months	<b>23.04.2019</b> upto <b>15:00 hrs.</b> & Opening at 15:30 hrs.	<b>16.6 Lakh</b>

The bidder would be required to register at HSCC e-tender portal <http://www.tenderwizard.com/HSCC>. The bid document is available online from 16.04.2019. The bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities for submission of the bids. The bidders are required to submit (a) Original non-refundable Demand Draft of Rs.2,000/- (Rs. Two Thousand only) as cost of bid, in favour of "HSCC (India) Limited", payable at Noida/New Delhi (b) Original bid security in approved form as detailed in Vol.I of Tender documents to the office of DGM(C), HSCC (India) Limited E-6(A), Sector 1, Noida – 201301 before date and time fixed for opening of bid either by registered post or by hand failing which the bid be declared non-responsive.

The documents to be uploaded online are listed at Annexure I

The complete set of Tender Documents comprising two Volumes I & II has been made available at e-tender portal <http://www.tenderwizard.com/HSCC>.

LHMC, New Delhi/ HSCC (India) Ltd. 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 HSCC e-tender portal <http://www.tenderwizard.com/HSCC> and <http://www.hsccltd.co.in> as corrigendum/amendments etc., if any, will be notified on this portal only and separate advertisement will not be made.

**DIRECTOR, LHMC**

## **LADY HARDINGE MEDICAL COLLEGE & ASSOCIATED HOSPITALS, (LHMC), NEW DELHI**

### **List of Documents to be scanned and uploaded within the period of bid submission:**

- i. Demand Draft of any Scheduled Bank against EMD.
- ii. Demand Draft/Pay order or Banker's Cheque of any Scheduled Bank towards cost of Bid Document.
- iii. Form of Bid and Appendix (Form A) and Form A appendix.
- iv. Power of attorney (Form E) in favour of the person signing the bid.
- v. Affidavit by Bidder (Form K)
- vi. Form "T-1" (Financial Information- Annual Financial Statement for the last Five Years)
- vii. For "T-1-B" (Solvency certificate form a scheduled Bank)
- viii. Copy of works contract Tax / GST Registration or undertaking in this regard as per clause 1.27
- ix. Undertaking as per requirements of clause 1.24 of Vol-I (NIT/PQ)
- x. Complete Bid documents, as listed in Notice Inviting Bids i.e. Vol.- I & II **excluding the Bill of Quantities** but including amendment(s)/addendum(s)/ Corrigendum(s) /Clarification(s) issued, if any.

## Definitions

1. **“Application”** shall mean the response submitted by interested parties.
2. **“BID/Tender”** shall mean documents issued by LHMC/HSCC to the prospective Bidder. The word **“Tender”** is synonymous with **“Bid”**.
3. **“Bid Security/ Earnest Money”** shall mean the amount to be deposited by the Bidder with the Tender.
4. **“Bid Validity”** shall mean the period for which the Bids shall remain valid.
5. **“Bidder”** shall mean the party participating in the Tendering process pursuant to and in accordance with the terms of this document. The word **“Tenderer”** is synonymous with **“Bidder”**.
6. **“Contract Agreement”** shall mean the agreement to be signed between the Successful Tenderer and the Accepting Authority on behalf of Director, LHMC, New Delhi/ their authorized representative.
7. **“Contract Price”** shall mean the financial bid of the Successful Tenderer as accepted by the Client.
8. **“Client”** means **Director, LADY HARDINGE MEDICAL COLLEGE & ASSOCIATED HOSPITALS (LHMC), New Delhi / LHMC, New Delhi** or their nominee/assignee.
9. **“LHMC”** shall mean **LADY HARDINGE MEDICAL COLLEGE & ASSOCIATED HOSPITALS**.
10. **“Employer/Principal Employer”** means **Director, LADY HARDINGE MEDICAL COLLEGE & ASSOCIATED HOSPITALS (LHMC), New Delhi**.
11. **“Date of commencement of work”** shall commence the work one week from issuance of LOA or the date of handing over of the site, whichever is later in accordance with the phasing if any, as indicated in the tender document.
12. **“Engineer in Charge”(EIC)** means the Engineer Officer as mentioned in Schedule ‘F’ hereunder, as authorized by the Client.
13. **“Evaluation Committee”** shall mean the committee for the evaluation of the bids.
14. **“HSCC”** Shall mean **HSCC (India) Ltd.**, having its corporate office at E-6(A), Sector 1, Noida UP-201301 has been appointed by LHMC, New Delhi as Consultant for this project. The Consultant shall also have its office at the site. The word **“Consultant”** is synonymous with **“Project Consultant”**.
15. **“Letter of Award”** shall mean the letter issued by the Client/ HSCC to the Successful Tenderer inviting him to sign the Contract Agreement.
16. **“Performance Guarantee”** shall mean the amount to be paid by the Successful Tenderer as per relevant clause mentioned else where.
17. **“Processing Fee”** shall mean the amount to be paid by the Tenderers in consideration of cost of bid document.
18. **“Work”** shall mean Dismantling of existing faculty flats & Part Nurses Hostel building & disposal of serviceable / unserviceable material from LHMC campus, Shaheed Bhagat Singh Marg, Connaught Place, New Delhi..

19. **“Site”** shall mean the place where the works under the Project are to be carried out and the details of which are provided in this document.
20. **“Successful Tenderer”** shall mean the Tenderer declared technically and financially successful for the Project and with whom, the Contract Agreement shall be signed.
21. **“Scheduled bank”** means **“Scheduled commercial Bank”**
22. **“NIT”** means **Notice Inviting Tender**. The word **“Notice Inviting Tenders”** is synonymous with **“Notice Inviting Bids”**.
23. **“ITB”** means **Instructions to Bidders**

## NOTICE INVITING BIDS

### LADY HARDINGE MEDICAL COLLEGE & ASSOCIATED HOSPITALS, (LHMC), NEW DELHI

1. Percentage rate tender is invited on behalf of the LADY HARDINGE MEDICAL COLLEGE & ASSOCIATED HOSPITALS (LHMC), New Delhi from eligible contractors through e-tendering as per eligibility criteria laid down, for the work of “Dismantling of existing faculty flats & Part Nurses Hostel building & disposal of serviceable / unserviceable material from LHMC campus, Shaheed Bhagat Singh Marg, Connaught Place, New Delhi..”

- 1.1 The work is estimated to cost as given in Table - I. This estimate, however, is merely a rough guide. DGM(C), HSCC (India) Ltd., E-6(A), Sector 1, Noida-201301 will deal with all the matters relating to invitation of tenders. Any clarification shall be sought from DGM(C), HSCC (India) Ltd., E-6(A), Sector 1, Noida-201301. The NIT and other details are also available on the on the HSCC e-tender portal <http://www.tenderwizard.com/HSCC>.

1.2 TABLE - I

Name & description of work	Estimated cost (Rs.)	Completion period of work (months)	Last date to fill/upload the tender through e-Tendering.	Bid Security amount (in Rs.)	Cost of Tender (Tender Document Fee) (in Rs.)
Dismantling of existing faculty flats & Part Nurses Hostel building & disposal of serviceable / unserviceable material from LHMC campus, Shaheed Bhagat Singh Marg, Connaught Place, New Delhi.	14 Lakh	1 month	23.04.2019 upto 15:00 hrs.	16.60 Lakh	2,000/-

- 1.4. Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the Accepting Authority, of having satisfactorily completed similar works of magnitude specified below:-

#### 1.4.1 Eligibility Criteria

The Tenderer should meet the following minimum eligibility criteria:

Bidders who fulfil the following requirement shall be eligible to apply. **Joint ventures of whatsoever kind are not accepted.**

- (a) Experience should be in the name of the bidding company and not in subsidiary/ associate company/ Group Company etc. Experience as part of a Joint Venture shall not be considered.
- (b) Bidder should be in existence during the last 7 years ending previous day of last date of submission of tenders and should have completed demolition or construction of any building of 2886 Sqm area or construction of any RCC framed building for a value of Rs 8.65 Crore.

Own works/ work under the same management/ own certification of the bidders shall not be considered for prequalification.

The past experience in similar nature of work should be supported by certificates issued by the client's organization. In case the work experience is of Private sector the completion certificate shall be supported with copies of Corresponding TDS Certificates.

- (c) **Turnover:** Average annual financial turnover on **construction works** should be at least 50% of the estimated cost during the immediate last Three consecutive financial year ending 31<sup>st</sup> March, 2018. Turnover should be of the Bidding Company and not for group company or subsidiary company etc.
- (d) **Profit / loss:** The Company should have a positive Net Worth and should not have incurred loss (**profit after tax should be positive**) in more than Two years during last five years ending FY 2017-18. This should be duly certified by the Chartered Account.
- (e) **Direct/indirect Joint Ventures (JV)/ Consortium of any kind are not permitted.**

1.5 The time allowed for carrying out the work will be **1 calendar month** from the date of start or from the first date of handing over of the site, whichever is later, in accordance with the phasing/ milestones, indicated in the tender documents.



- 1.6 The site for the work is available.
- 1.7 The bid documents consisting of the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents is available on line from 16.04.2019 on HSCC e-tender portal <http://www.tenderwizard.com/HSCC> free of cost.
- 1.8 Last date to fill/upload the tender through e-Tendering is 23.04.2019 upto **15:00 hrs.** & Opening is at 15:30 hrs.
- 1.8.1 The intending bidder must have **Class-III digital signature** to submit the bid. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
- 1.9 The Bid shall be accompanied with Earnest money of **Rs 16.60 Lakh.** of the tendered amount in shape of demand draft of a scheduled bank issued in favour of "HSCC (India) Ltd." payable at Noida/ New Delhi

Earnest Money in the form of Demand Draft shall be scanned and uploaded to the e-Tendering website within the period of bid submission and original should be deposited in office of the DGM(C), HSCC (India) Ltd., Plot no. E-6(A), Sector-1, Noida (U.P.), Pin No. 201301.

Interested contractor who wish to participate in the bid has also to make following payments in the form of Demand Draft of any Scheduled Bank and to be scanned and uploaded to the e-Tendering website within the period of bid submission:

(i) Cost of Bid Document – as mentioned in detailed NIT, drawn in favour of "HSCC (India) Ltd" payable at Noida/ New Delhi.

Demand Draft against EMD and Cost of Bid Document shall be placed in single sealed envelope superscripted as "Earnest Money and Cost of Bid Document" with name of work and due date of opening of the bid also mentioned thereon and to be submitted in the office of **DGM(C), HSCC (India) Ltd., Plot no. E-6(A), Sector-1, Noida (U.P.) Pin201301** before the last date & time of submission of bid and up to 15:00 hrs on 23.04.2019 the documents submitted shall be opened at 15:30 hrs on the same day.

Online bid documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit and Cost of Bid Document and other documents placed in the envelope are found in order.

- 1.9.1. The bid submitted shall become invalid and cost of bid & e-Tender processing fee shall not be refunded if:
- (i) The bidder is found ineligible.
  - (ii) The bidder does not upload all the documents (including service tax registration/ VAT registration/ GST registration / Sales Tax registration) as stipulated in the bid document.
  - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority.
- 1.10 The tender comprising the Instructions to bidders & Conditions of contract and Financial Package as detailed in clause 2.3.6 and 2.3.7 of ITB shall be submitted online, each marked as per clause 2.3.12 of ITB. upto 15:00 hrs on 23.04.2019 and will be opened at HSCC, Head office, Noida on the same day at 15:30 hrs i.e. on 23.04.2019. Technical Package Part-II” of only those tenderer, whose earnest money, placed in the other envelope, is found to be in order, shall be opened.
- 1.11 The Contractor whose tender is accepted, will be required to furnish performance guarantee amounting to Rs 16.6 Lakh of the tendered amount within one week from issuance of Letter of award. This guarantee shall be in the form of Demand Draft or Bank Guarantee of any scheduled bank based in India, in favour of “HSCC (India) Ltd.” as per Form C. **Performance Bank Guarantee has to be valid up to three months beyond the completion period.**
- 1.12 In case the contractor fails to deposit the said performance guarantee within the period as indicated in schedule ‘F’, including the extended period if any, the earnest money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
- 1.13 **Evaluation of performance:**  
Evaluation of the performance of contractors for eligibility shall be done by NIT approving authority or a committee constituted by him.
- 1.14 The description of the work is as follows:- The work involves “Dismantling of existing faculty flats & Part Nurses Hostel building & disposal of serviceable / unserviceable material from LHMC campus, Shaheed Bhagat Singh Marg, Connaught Place, New Delhi.”. Further details can be seen at HSCC e-tender portal <http://www.tenderwizard.com/HSCC> .
- 1.15 Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of

the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at its own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

- 1.16 The Accepting Authority does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
- 1.17 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 1.18 The Accepting Authority reserves to himself the right of accepting the whole or any part of the tender and the bidder shall be bound to perform the same at the rate quoted.
- 1.19 The contractor shall not be permitted to tender for works in case his near relative is Gazetted officer in MOHFW, Govt. of India, New Delhi or in the Managerial cadre of HSCC and is directly dealing with the Project. Any breach of this condition by the contractor would disqualify him from participation and consideration in the tender process.
- 1.20 No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

1.21 The tender for the works shall remain open for acceptance for a period of **180** days from the LAST date of submission of bid or any extension thereto. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, then the Client shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the re-tendering process of the work.

1.22 This is a Time Bound Project.

1.23 Registration/ Licence: The firm should have his firm registered for GST, PF, ESIC, Building Cess Registration etc. with the appropriate Authorities. In case the firm is not registered at the time of submission of bid, they will submit an undertaking that they will get themselves registered with the concerned authorities in case they are awarded the work.

**1.24** The contractor/firm will indemnify HSCC/LHMC, New Delhi/Employer/Client, as the case may be, against all penal action that may be levied/effectuated 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. **An undertaking in this regard is required to be submitted by applicants alongwith prequalification.**

1.25 This Notice Inviting bid shall form a part of the contract document. The successful Tenderer/ contractor, on acceptance of his tender by the Accepting Authority, shall, within 7 days from the stipulated date of start of the work, sign the contract consisting of :-

- a) The Notice Inviting Bids, all the documents including Conditions of the Contract & Bill of Quantities, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto including amendments, corrigendum etc. if any.

**Following shall also be part of the contract:**

Standard CPWD forms as mentioned in Schedule F consisting of:

- i. Various standard clauses with corrections upto the date stipulated in Schedule F along with annexures thereto.
- ii. CPWD Safety Code.
- iii. Model rules for protection of health, sanitary arrangements for workers employed by CPWD or its contractors.
- iv. CPWD Contractors Labour regulations

v. List of Acts and Omissions for which fines can be imposed.

**1.26 Bid document consists of :**

1.26.1 Volume – I (Notice Inviting Bids (NIT), PQ Criteria & Instructions to Bidders (ITB)) conditions of contract ,

1.26.2 Volume – II (Bill of Quantities

1.27 LHMC / HSCC reserves the right to accept or reject any or all the tenders without assigning any reason, No Bidder shall have any cause of action or claim against the LHMC, New Delhi/ HSCC for rejection of his tender.

Signatures of Authorized Representative of  
DGM(C), HSCC (I) Ltd.  
For & on behalf of Director, LHMC, New Delhi

**INSTRUCTIONS TO BIDDERS (ITB)**

**2.0 Introduction:**

**“Dismantling of existing faculty flats & Part Nurses Hostel building & disposal of serviceable / unserviceable material from LHMC campus, Shaheed Bhagat Singh Marg, Connaught Place, New Delhi.”.**

**2.1 Eligibility Criteria : As per Notice inviting Bids**

**2.2 Disqualification.** *Even if a Contractor meets the eligibility criteria as Client/Department may, at their discretion and at any stage during the selection process or execution of the Project, order disqualification of the contractor if the Contractor has:*

Made misleading or false representations in the forms, statements and attachments submitted; or

The Contractor has been blacklisted by any government agency even after bids have been opened; or

Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.

**2.3 BID Documents :**

**2.3.1 Contents of BID Documents**

BID Document shall consist of the documents listed in this document along with any schedules, addendum or corrigendum etc issued by LHMC, New Delhi for the purpose.

**2.3.2 Preparation of Bid:**

**a) Bidder's responsibility:**

- i. The Bidder is solely responsible for the details of his Bid and the preparation of Bids.
- ii. The Bidder is expected to examine carefully all the contents of BID document as mentioned in Notice Inviting Bids including instructions, conditions, forms, terms, etc and take them fully into account before submitting his offer. Bids, which do not satisfy all the requirements, as detailed in these documents, are liable to be rejected as being unresponsive.
- iii. The Bidder shall be deemed to have inspected the Site and its surroundings and taken into account all relevant factors pertaining to the Site, while preparing and submitting the Bid.

**b) Project Inspection and Site Visit**

Any Site information given in this Bid Document is for guidance only. The Bidder is advised to visit and examine the Site of works and its surroundings at his/their cost and obtain at his/their own responsibility, any information that may consider necessary for preparing the Bid and entering into a Contract with Client/LHMC, New Delhi, including availability of electricity, water and drainage, where applicable.

LHMC, New Delhi/ HSCC shall not be liable for such costs, regardless the outcome of the selection process.

**c) Documents Comprising the Bid**

Bidder shall submit their Bids online only in two packages namely the Technical Package and the Financial Package. The contents of the technical and financial package are as mentioned hereinafter ie. Clause 2.3.6 & 2.3.7.

**d) Alternative Proposal by bidders:**

Bidders shall submit offers that comply with the requirement of the Tender, including basic technical design as indicated in the drawing and specifications. Alternatives will not be considered.

**2.3.6 Contents of Technical Package:**

The technical package, clearly labeled as “**TECHNICAL PACKAGE**”, has to be submitted in two parts.

**(A) Technical Package Part –I ; Shall be submitted in ORIGINAL in envelope no. 1 with a copy uploaded online and shall comprise the following :**

- i. Original Non-refundable Demand Draft as mentioned in detailed NIT, as Tender Fee
- ii. Bid Security, in original,
  - a. The Bidder shall enclose EMD with their Bid for an amount, as mentioned in Notice Inviting Bids.
  - b. The EMD will be in the form of demand draft of a scheduled bank issued in favour of “HSCC (India) Ltd.” payable at Noida/ New Delhi. The Bank guarantees should be irrevocable and operative for a period of 180 days or more from the last date of receipt of tenders or any extension thereof.
  - c. Bids not accompanied by EMD, shall be treated as non-responsive, and will be summarily rejected by the HSCC/ LHMC, New Delhi.

- d. The Bid securities of unsuccessful Bidders shall be discharged/ returned by HSCC/ LHMC, New Delhi in not later than 30 days after the expiration of the period of Bid Validity.
- e. The Bid Security of the Successful Bidder shall be returned after submission of Performance Bank Guarantee
- f. The Bid Security shall be forfeited if a bidder withdraws his bid during the period of bid validity or in the case of the successful bidder, if he fails to furnish the necessary performance security or enter into the Contract within the specified time limit.

**iii. Original Form A- Form of bid and Appendix and Form Appendix, duly signed and filled.**

iv. Original affidavit (as per format at Form K).

**(B).** Technical Package Part –II ; Shall be submitted online only duly digitally signed & stamped by authorized signatory and comprise the following:

- a) Indemnity/ undertaking as per requirements of clause 1.24.
- b) The enclosed documents shall be uploaded and mentioned as Annexure I (Checklist)
  - 1. Power of attorney (Form E) in favour of the person signing the Bid
  - 1. Form “T-1” (Financial Information) – Annual Financial Statement for the last five year
  - 2. Form “T-4” (Performance Report of Works)
  - 3. Copies of Works Contract Tax/ GST Registration or undertaking in this regard as per Clause 1.27.
  - 4. Certificate of Registration for service tax and acknowledgement of up-to-date file return.
  - 5. Scan Copy of Original affidavit (as per format at Form K)
  - 6. Scan copy of “Form of Bid and Appendix” as per format at Form A, duly signed and filled.
  - 7. To be uploaded complete Bid documents, as listed in Notice Inviting Bids i.e. Vol.- I **excluding the Bill of Quantities (Volume –II)** but including amendment(s)/addendum(s)/ Corrigendum(s) /Clarification(s) issued, if any.



### 2.3.7 **Contents of Financial Package**

The financial package (**VOLUME II - BILL OF QUANTITY/ PRICE BID**) should be submitted **ONLINE** only. These percentage rate/prices should include all costs associated with the Project including any out of pocket / mobilization expenses, taxes, charges, levies, VAT, GST, Service Tax etc. excluding PF, ESI & Labour Cess as per GCC, applicable till the date of submission of bids or any extension thereof. In case Government levies/modifies any tax subsequently the same will be adjusted plus/minus as the case may be in accordance with the General conditions of Contract. The Bidder must ensure to fill up percentage against summary of each components. If any cell is left blank then value of that cell shall be treated as "0" (ZERO). The statutory charges on account of Labour Cess shall either be reimbursed by the employer to the bidder after submitting the bills/documentary evidences along with RA bills/final bill or deposited by the employer

### 2.3.8 Language of Bid

The Bid and all related correspondence and documents relating to the Project shall be in English language.

### 2.3.9 Currency of Bid

Bid prices shall be quoted in Indian Rupees only. The amount mentioned elsewhere in the bid document will also deemed to be in Indian Rupees unless otherwise mentioned.

### 2.3.10 Extension of Bid Validity

Prior to the expiry of the original Bid Validity Period, LHMC, New Delhi/ HSCC may, at its discretion, request Bidders to extend the Bid Validity Period for a specified additional period and also correspondingly extend the period of validity of Bid Security submitted in the form a Bank Guarantee.

### 2.3.11 Format and Signing of Bid

- a. Bid documents (technical package/ bid Part I and financial package/ bid) shall be digitally signed by a person duly authorized to sign the Bid documents. The Bidder shall also submit a power of attorney authorizing the person signing the documents.
- b. Entries to be filled in by the Bidder shall be typed or written in indelible ink.
- c. The complete Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by LHMC, New Delhi/ HSCC, or as

necessary to correct errors made by the Bidder. All amendments/corrections shall be initialed by the person or persons signing the Bid.

- d. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

### 2.3.12 Sealing and Marking of Bids

- a) The Bid shall be submitted along with documents and mode of submission mentioned at Clause 2.3.6 of Volume I

Please note that the percentage should not be indicated in any of the documents enclosed in Technical package part I and Technical Package part II. Non-compliance shall entail rejection of the Bid.

- b) In the case of percentage Rate Tenders, only percentage quoted shall be considered. Rates quoted by the contractor in percentage rate tender shall be accurately filled. In e tendering the intending bidder can quote his percentage in figures only. The percentage rate in words, amount of each item and total is generated automatically. Therefore the rate quoted by the bidder in percentage shall be taken as correct. In case, no percentage has been quoted for any item(s), it will be presumed that the Contractor has included the cost of this / these item(s) in other item(s) and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

However, if a tenderer quotes nil percent against each item in item tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

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

### 2.3.13 Submission of Bids

Bids should be submitted online to:

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

- i. The last date for submission of completed Bids is given in Notice Inviting Bids. The LHMC, New Delhi/ HSCC may, at their discretion, extend this date, in which case all rights and obligations of the LHMC, New Delhi and the Bidder shall thereafter be subjected to the new

deadline as extended. If such nominated date for submission of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date for submission of Bid.

- ii. Required documents which are required to be submitted in original as per mode defined in **Checklist at Annexure I**, shall be submitted by hand or through registered post or courier service at the address mentioned above. LHMC, New Delhi/ HSCC shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of said documents in time.
- iii. Required documents sent telegraphically or through other means of transmission (Tele-fax, E-mail etc.), which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.
- iv. Modifications/ Substitution/ Withdrawal of Bids
  - (a) No modification or substitution of the submitted Bid shall be allowed after last date of submission of bids.
  - (b) A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by LHMC, New Delhi/ HSCC before the last date for submission of Bids.
  - (c) Only a single copy of the withdrawal notice shall be prepared and each page of the notice shall be signed and stamped by the authorized signatory. The notice shall be duly marked "WITHDRAWAL". This withdrawal notice will be opened at the time of opening of bid and not earlier. The signature of GPA holder will be verified and withdrawal shall be considered only in case both are same.
- v. Bid Due Date
  - a. Bids should be received at the address mentioned in this document, on or before the stipulated/extended time and date as specified in Notice Inviting Bids.
  - b. HSCC/ LHMC, New Delhi may, in exceptional circumstances, and at its sole discretion, extend the Bid due date by issuing an addendum.
- vi. Late Bids

Any Bid received at the address mentioned above after the deadline prescribed for submission of Bids in Notice Inviting Bids/extended date as the case may be, herein will not be considered and will be returned unopened to the Bidder.

#### **2.3.14 Power of Attorney:**

Bidders shall submit, a power of attorney, on a stamp paper of appropriate value, in favour of the person signing the Bid documents authorizing him to sign the Bid documents, make corrections/modifications thereto and interacting with LHMC, New Delhi/ HSCC and act as the contact person. The format for the power of attorney shall be as per form E of Bid Document Volume I. In case bids are signed by Managing Director/Partner/Proprietor himself, PoA is not required.

**2.3.15 Bid Opening and Evaluation:**

**Bid Opening**

- i. The Bids will be opened in the presence of Bidders or their authorized representatives who may choose to attend on date & time as mentioned in Notice Inviting Bids. If such nominated date for opening of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date of opening of the Bid.
- ii. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened.
- iii. Bids which have not complied with one or more of the foregoing instructions may not be considered.
- iv. On opening of the Bid, it will be checked if they contain Technical & Financial Bids and EMD/ Bid Security as detailed above.
- v. Technical Package Part I of the Bids will only be opened. They will be checked for completeness and confirmation of submission of the requisite Bid Security. If the documents do not meet the requirements of the Tender, a note will be recorded.
- vi. The Bidders name, the presence or absence of the requisite Bid Security and any other details as HSCC or their authorized representative, may consider appropriate will be announced at the time of Bid opening.
- vii. Technical Package Part-II of only the bidders whose Bid Securities and Cost of Bid Document are found in order will be opened
- viii. Technical evaluation shall be as per section IV, Evaluation Process.
- ix. Financial Package of all bidders whose bids are found responsive after Technical evaluation will be opened at a later date.

**2.3.16 Determination of Responsiveness**

- i. Prior to the detailed evaluation of Bids, LHMC, New Delhi/ HSCC will determine whether each Bid is responsive to the requirements of the tender.
- ii. For the purpose of this clause, a responsive Bid is one which:
  - a. have digital signature.
  - b. is accompanied by the power(s) of attorney if required
  - c. contains all the information as requested in the Bid Document
  - d. contains information in formats same/similar as those specified in this Bid Document
  - e. mentions the validity period of the offer
  - f. is accompanied by the Bid Security/ EMD,
  - g. Conforms to all the terms, conditions and specifications of Tender without material deviation or reservation.
- iii. If a Bid is not substantially responsive to the requirements of Bid, it will be rejected by LHMC, New Delhi/ HSCC. The decision of the HSCC in this regard shall be final and binding. The financial Packages of non-responsive Bidders shall not be opened.

### **2.3.17 Evaluation of Bids**

- i. LHMC, New Delhi/ HSCC would examine and evaluate responsive Bids, as per the criteria set out in this document at Section IV Evaluation Process
- ii. LHMC, New Delhi reserves the right to reject any Bid if:
  - a. At any time, a material misrepresentation is made or uncovered; **or**
  - b. The Bidder does not respond within the stipulated time to requests for supplemental information/ clarifications required for the evaluation of the Bid; **or**
  - c. It is found that the information provided is not true or incorrect or facts/ material for the evaluation, have been suppressed.

### **2.3.18 Clarification of Bids**

- i. Evaluation of technical Bids submitted by Bidders shall be undertaken based on details submitted therein only. Bidder shall not be allowed to submit on their own, additional information or material subsequent to the date of submission and such material / information, if submitted, will be disregarded. It is therefore essential that all details are submitted by the Bidder comprehensively, accurately and specifically in their technical Bid, avoiding vague answers. However, Evaluation Committee, if it so desires, reserves the right to seek any clarification from the Bidders on the information provided in the technical package. The request for clarifications and the response shall be in writing, or by tele-fax. No change / addition in the information or substance of the Bid shall be sought, offered or permitted.
- ii. To assist in the examination, evaluation and comparison of the financial Bid, Evaluation Committee may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing or by tele-fax. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm correction of arithmetical errors observed by the Evaluation Committee during the evaluation of Bids.

### **2.3.19 Process to be Confidential**

- i. Except the public opening of the Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.
- ii. Any effort by a Bidder to influence LHMC, New Delhi / HSCC Evaluation Committee in the process of examination, clarification,

evaluation and comparison of Bids and in decisions concerning award of Contract, shall result in the rejection of their Bid.

### **2.3.20 Award of Contract**

#### **i. Award Criteria**

LHMC, New Delhi/ HSCC, for and on behalf of the Employer will declare the Bidder ranked L1 as Successful Bidder and proceed to issue Letter of Award (LOA) as per the procedure mentioned in the Bid Document and terms and conditions set out in this Bid document.

#### **ii. Notification of Award**

- i. Prior to the expiry of the period of Bid Validity, LHMC, New Delhi/ HSCC will issue the Letter of Award to the Successful Bidder, notifying him of being declared successful and the intent to sign the Contract Agreement with him. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Award') shall mention the sum which LHMC, New Delhi will pay to the Contractor in consideration of the completion and guarantee of the work to be performed by them, as prescribed therein (hereinafter and in the conditions of Contract called 'the Contract Price'). No correspondence will be entertained by LHMC, New Delhi/ HSCC from the unsuccessful Bidders.
- ii. The Letter of Award shall constitute a part of the Contract.
- iii. Upon submission of Performance Security by the Successful Bidder, LHMC, New Delhi/ HSCC will promptly notify the other Bidders and discharge / return their Bid securities.

#### **iii. Signing of Agreement**

- i. LHMC, New Delhi/ HSCC shall prepare the Contract Agreement in the Proforma (Form D) included in this document, duly incorporating all the terms of agreement between the two parties. Within 7 days from the date of issue of the Letter of Award the Successful Bidder will be required to execute the Contract Agreement.
- ii. Prior to the signing of the Contract Agreement, the Successful Bidder shall submit Performance Security.
- iii. The Contract Agreement shall be duly signed by LHMC, New Delhi/ HSCC or its assignees or any agency appointed by them and the contractor through their authorized signatories.
- iv. In case the Successful Bidder does not sign the Contract Agreement, LHMC, New Delhi/ HSCC reserves the right to cancel the selection process, forfeit any Bid Security and/or Performance Guarantee, as the case may be, submitted by the Successful Bidder and either re-Bid or proceed in any manner that it may deem

- fit.
- v. Contact agreement will be signed on the original tender documents uploaded by HSCC on e-tender portal while inviting the bid and financial bid as uploaded by the bidder.

**iv. Performance Security**

- i. The Successful Bidder shall furnish to HSCC, a bank guarantee for an amount of Rs 16.60 Lakh, towards Performance Security in accordance with the provisions in the General Conditions of Contract This guarantee shall be in the form of Demand Draft or Bank Guarantee of any scheduled commercial bank based in India, in favour of "HSCC (India) Ltd." as per Form C. The Performance Security shall be furnished within the time limit specified in Notice Inviting Bids.
- ii. The Bank Guarantee should be valid up to 3 (three) months beyond the scheduled completion period.
- iii. Failure of the Successful Bidder to submit the required Performance Security shall constitute sufficient grounds for the annulment of decision to award the Contract and forfeiture of the Bid Security

**v. HSCC/Client's right to accept any Bid and to reject any or all Bids**

- i. Notwithstanding anything above, HSCC/ Client reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders.
- ii. LHMC, New Delhi/HSCC reserves the right to cancel/annul the selection process, at any stage prior to the award of the Contract, in larger public interest, on account of the following:
- a) in case no Bid/ a single Bid is received.
- b) occurrence of any event due to which it is not possible to proceed with the selection process
- c) an evidence of a possible collaboration/mischief on part of Bidders, impacting the competition and transparency of the selection process,
- d) any other reason, which in the opinion of the HSCC/Client necessitates the cancellation of the selection process

## **SECTION IV**

### **EVALUATION PROCESS**

#### **4.1 Evaluation Process:**

The Bids will be evaluated in the following stages:

- i. Stage 1- Technical Evaluation
- ii. Stage 2- Financial Evaluation.

#### **4.2 Stage 1-Technical Evaluation**

- i. The technical Bids shall be evaluated as per criteria mentioned in Clause 1.4 in respect of experience of similar class of works completed, bidding capacity and financial turnover etc. will first be scrutinized and bidder's eligibility for the work be determined.
- ii. The financial Bid of only those Bidders who are technically qualified shall be opened.
- iii. The financial Bids of Bidders whose technical Bids are found unacceptable shall be not be opened
- iv. LHMC, New Delhi/HSCC shall notify all the technically qualified Bidders of their technical qualification indicating the date, time and venue for opening of financial Bids.

#### **4.3 Stage II-Financial Evaluation**

- i. Evaluation Committee shall open the financial Bid of the technically qualified Bidders in the presence of the Bidders/their authorized representative, who choose to attend, at the scheduled date and time.
- ii. On opening the financial Bids, the Evaluation Committee shall read out the financial Bid to all the Bidders and note the same.
- iii. If a tender quotes nil against each item in percentage rate tender or does not quote any percentage above/below on the total amount of the tender or any section/sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tender.
- iv. All the financial Bids shall then be ranked according to the financial Bid in increasing order with the Bidder quoting the least amount ranked L1, Bidder quoting next higher figure as L2 and so on.
- v. L1 will be declared as Successful Bidder and his offer will be processed further.
- vi. (a) The financial bid of all eligible bidders as decided by Client shall be opened and the decision of Client will be final and binding.  
(b) The date and time of opening of financial bids shall be decided by Department which will be intimated at an appropriate time



**4.4 Letter of Award:**

The Successful Bidder would be notified in writing by Client/ HSCC by issuing the Letter of Award (LOA) in favour of the Bidder.

## Annexure – I

### CHECKLIST

#### TECHNICAL PACKAGE - Part I

S.No	Name of Document	Mode of submission	Page No.
1.	Non refundable Demand Draft of <b>Rs.2,000/- (Rs. Two Thousand only)</b> as cost of bid, in favour of “ HSCC India Limited “ payable at Noida /Delhi	<b>In Original in Envelop no. 1 &amp; Copy Online</b>	
2.	Bid Security (Form B) in separate sealed envelope		
3.	Form of bid and Appendix (Form A) for the bid		
4.	Affidavit by Bidder (Form K) on a duly notarized non judicial Rs.100/- stamp paper		

#### TECHNICAL PACKAGE - Part II

S.No	Name of Document	Mode of submission	Page No.
1	Power of attorney (Form E) in favour of the person signing the Bid	<b>Online only</b>	
2	Form “ Form “T-1” (Financial Information)		
3	Form “T-4” (Performance Report of Works)		
4	Copies of Works Contract Tax/GST Registration or undertaking in this regard as per clause 1.27		
5	Integrity Pact and Agreement duly signed by the authorized signatory on behalf of the bidder (as per Performa given on page from 03 to 08 of GCC Vol-II)		
6	Undertaking as per requirement of clause-1.25		
7	Form T-8 Criteria for Evaluation of Performance		
8	To be uploaded complete Bid documents, as listed in Notice Inviting Bids i.e. Vol.- I <b>excluding the Bill of Quantities (Volume -II)</b> but including amendment(s)/addendum(s)/ Corrigendum(s) /Clarification(s) issued, if any.		
9	All amendment(s)/addendum(s)/ Corrigendum(s) /Clarification(s) issued, if any		

**FINANCIAL PACKAGE COMPRISING OF:**

<b>S.No</b>	<b>Name of Document</b>	<b>Mode of submission</b>	<b>Page No.</b>
1.	Digitally signed bid / Price Bid (Bill of Quantities - Volume-V)	<b>Online</b>	

## Form A-Form of Bid and Appendix

### FORM OF BID

**Name of the Work:** Dismantling of existing faculty flats & Part Nurses Hostel building & disposal of serviceable / unserviceable material from LHMC campus, Shaheed Bhagat Singh Marg, Connaught Place, New Delhi

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

#### **Sub: Submission of Proposal**

Having visited the Site, ascertained the Site conditions and examined the General Conditions of Contract as well as Specific Conditions of Contract, Notice Inviting Bids, Instructions to Bidders etc. and addenda for the above project, we the undersigned, are pleased to submit our technical and financial Bid along with relevant documents.

1. We acknowledge that the Appendix forms an integral part of the Bid.
2. While preparing this Bid, we have gathered our own information and conducted our own inquiry/survey to our satisfaction and we did not rely solely on the information provided in the Bid Documents. We shall not hold LHMC, New Delhi, NEW DELHI/HSCC responsible on any account in this regard.
3. We undertake, if our Bid is accepted, to commence the works within the stipulated time and to complete the whole of the works comprised in the Contract within the stipulated time calculated from the start date
4. If our Bid is accepted, we will furnish a bank guarantee as Performance security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with as given in the General Conditions of the Contract.
5. We are aware that in the event of delay in execution of the Project, beyond the agreed timelines due to reasons attributable to us, liquidated damages shall be recovered from us.
6. Our Bid is valid for your acceptance for a period of **180 days** from the last date of submission of the Bid as per the Bid Documents or any extension thereto.
7. We agree to the General Conditions of Contract and Specific Conditions of Contract and the terms and conditions mentioned in the Bid Documents.
8. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the Bid price does not include any such amount. We acknowledge the right of LHMC, New Delhi/HSCC, if it finds anything to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
9. We understand that you are not bound to accept the lowest or any Bid you may receive.
10. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.

11. I/we hereby certify that all the statement made and information supplied in the enclosed forms T-1 to T-7 and accompanying statement are true and correct.
12. I/we have the furnished all information and details necessary for eligibility and have to further pertinent information to supply.
13. I/we submit the requisite certified solvency certificate and authorize the LHMC, New Delhi/ HSCC to approach the bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize LHMC, New Delhi/ HSCC to approach individuals, employers, firms and corporation to verify our competence and general reputation.
14. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following **eligible similar** works:

Name of work	Certificate From

**Certificate:**

15. It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that i/we shall be liable to be debarred, disqualified/cancellation of enlistment in case any information furnished by me/us found to be incorrect.
16. We enclose;
  - a. All documents as per the checklist
  - b. DD for Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) issued by \_\_\_\_\_ (name of the bank) towards EMD.

- Note :
- i. The Appendix forms part of the Bid
  - ii. Bidders are required to fill up all the blank spaces in this form of Bid and Appendix.

Dated this.....day of.....**2019**

Signature .....

Name..... in the capacity of .....

duly authorized to sign Bids for and on behalf of.....

Address .....

.....

.....

Witness – Signature .....

Name .....

Address .....

.....

**Form A- Appendix**

**APPENDIX TO THE FORM OF BID**

i.	(a) Amount of Performance Guarantee to be deposited by financially successful bidder (b) Amount of Security Deposit	As per Clause 1 of GCC
ii.	Date for commencement of work	One day from letter of award or 1 day after handing over of site which ever is later.
iii.	Time for completion	30 days
iv.	Amount of compensation in case of extension of completion date due to delays by the Contractor	As per Clause 2 of GCC
v.	Defects Liability Period	1 months
vi.	(a) Period of validity of Performance Guarantee (b) Period of validity of Security Deposit	As per of GCC As per of GCC

Signature  
(Authorized Signatory)

Date .....

Place .....

.....

Name .....

Address

**Deleted**

**FORM OF PERFORMANCE SECURITY BANK GUARANTEE**

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

To,

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

Dear Sir,

In consideration of the LADY HARDINGE MEDICAL COLLEGE & ASSOCIATED HOSPITALS (LHMC), New Delhi for "Dismantling of existing faculty flats & Part Nurses Hostel building & disposal of serviceable / unserviceable material from LHMC campus, Shaheed Bhagat Singh Marg, Connaught Place, New Delhi" which expression shall include his successor and assignees represented by his Consultant, M/s. HSCC(India) Ltd., Plot – 6 (A), Block - E, Sector - I, Noida, Uttar Pradesh - 201 301 (hereinafter called HSCC) having awarded to M/S \_\_\_\_\_ (hereinafter referred to as the said Contractor or 'Contractor' which expression shall wherever the subject or context so permits include its successors and assignees) a Contract No \_\_\_\_\_ in terms inter alia, of the HSCC Letter No. \_\_\_\_\_ dated \_\_\_\_\_ and the General Conditions of Contract and upon the condition of the Contractor's furnishing Security for the performance of the Contractor's obligations and discharge of the Contractor's liability under and in connection with the said Contract upto a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) amounting to \_\_\_\_\_ percent of the total Contract value.

1. We, \_\_\_\_\_ (hereinafter called 'The Bank' which expression shall include its successors and assignees) hereby jointly and severally undertake to guarantee the payment to the Employer in rupees forthwith on demand in writing and without protest or demur or any and all moneys payable by the Contractor to the Employer in respect of or in connection with the said Contract inclusive of all the Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by the Employer to the Bank with reference to this guarantee upto an aggregate limit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
2. We \_\_\_\_\_ Bank Ltd. further agree that the Employer shall be sole judge of and as to whether the said Contractor has



committed any breach or breaches of any of the terms and conditions of the said

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

3. The Employer shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other Security in respect of the Contractor's obligations and liabilities hereunder or to vary the Contract or the work to be done there under vis-a-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total Contract value or to release or to forbear from enforcement of all or any of the Security and/or any other Security(ies) now or hereafter held by The Employer and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to the Employer hereunder or prejudice the rights of the Employer against the bank.
4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all monies payable to the Employer in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Employer in terms hereof.
1. 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.
2. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the Contractor arising upto and until midnight of \_\_\_\_\_.

3. ***This guarantee is valid till \_\_\_\_\_(date to be mentioned)  
(six months beyond the end of the Defect Liability Period or the  
extended period, thereof)***
4. This guarantee shall be in addition to any other guarantee or Security whatsoever that the Employer may now or at any time anywise may have in relation to the Contractor's obligations/or liabilities under and/or in connection with the said Contract, and the Employer shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which the Employer may have or obtain and no forbearance on the part of the Employer in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its full liability hereunder.
10. 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.
11. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said Contractor or the said bank shall not discharge our liability hereunder.
12. 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.
13. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and this guarantee shall remain in force till \_\_\_\_\_ and unless a claim is made on us within 3 months from that date, that is before \_\_\_\_\_ all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities there under.

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

For and on behalf of Bank.

Issued under seal :

**FORM OF CONTRACT AGREEMENT**

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_ 2019 \_\_\_\_\_ between LADY HARDINGE MEDICAL COLLEGE & ASSOCIATED HOSPITALS (LHMC), New Delhi for the “Dismantling of existing faculty flats & Part Nurses Hostel building & disposal of serviceable / unserviceable material from LHMC campus, Shaheed Bhagat Singh Marg, Connaught Place, New Delhi” (hereinafter called "The Employer" ) represented by M/s HSCC (India) Limited; E-6(A), Sector-1, NOIDA (U.P)- 201301 who enters into this Agreement of the one part \_\_\_\_\_ and \_\_\_\_\_ M/s \_\_\_\_\_ (hereinafter called "The Contractor") of the other part.

Whereas the Employer is desirous that certain works should be executed by the Contractor, viz \_\_\_\_\_ ("the Works") and has accepted a Bid by the Contractor for the execution and completion of the works and the remedying of any defects therein.

Now this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz :
  - The Letter of Award;
  - The said Bid;
  - Volume – 1 (NIT & Evaluation Criteria)
    - Notice Inviting Bids
    - Scope of work
    - Evaluation Process
  - Conditions of Contract
  - Volume - II (Financial bid and Bill of Quantities)
  - Any other relevant documents referred to in this Agreement or in the aforementioned documents & All the correspondence till award of contract i.e. addendum, LOA etc.
  - Technical and Financial bids submitted by bidder.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or only such other sums as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed, Sealed, and Delivered by the Said

\_\_\_\_\_

Binding Signature of [HSCC] for and on behalf of Director, LHMC, New Delhi

Binding Signature of Contractor \_\_\_\_\_

In the presence of

Witness (1) :

Witness (2) :

**Format for Power of Attorney for authorized signatory**

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL**

Know all men by these presents, We .....  
(Name of the Tenderer and address of their registered office) do hereby  
constitute, appoint and authorize Mr / Ms.....(name  
and residential address of Power of Attorney holder) who is presently  
employed with us and holding the position of  
..... as our  
attorney, to do in our name and on our behalf, all such acts, deeds and things  
necessary in connection with or incidental to our Bid for the Project and  
submission of all documents and providing information / responses to \_\_\_\_\_  
\_\_\_\_\_, representing us in all matters before \_\_\_\_\_, and generally  
dealing with \_\_\_\_\_ in all matters in connection with our proposal for  
the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said  
attorney pursuant to this Power of Attorney and that all acts, deeds and things  
done by our aforesaid attorney shall and shall always be deemed to have  
been done by us.

Litigation History

**DELETED**

## **AFFIDAVIT**

**(On duly notarized non judicial stamp paper of Rs. 100/-)**

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that our firm M/s \_\_\_\_\_ have neither abandoned any contract awarded to us nor such works have been rescinded, during the last five years prior to the date of this application.
3. The undersigned also hereby confirmed M/s \_\_\_\_\_ have not been blacklisted/debarred/penalised by any government agency or public sector undertaking or judicial authority/arbitration body.
4. The undersigned hereby authorize (s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Client.

\_\_\_\_\_  
Signed by an Authorised Officer of the

Firm

**DELETED**



## GENERAL CONDITION

1. It shall be deemed that contractor has satisfied himself about the nature and location of the work , general and local condition , particularly those pertaining to transport , handling and storage of material , general ground conditions and highest flood level etc. before bidding . The department shall not be responsible for lack of such knowledge and also the consequences there of. The information and site data shown in the drawings and mentioned herein and elsewhere in the bid document are being furnished for general information and guidance only. The Engineer In-Charge shall in no case be responsible for the accuracy there of or any interpretation or conclusions drawn there from by the contractor and nothing extra shall be paid even if the site condition/ information are different or otherwise incorrect at it is presumed that the contractor has satisfied himself for all possible contingencies, situation bottlenecks and act of coordination which may be required between different agencies.

2. The contractor must study the specification and condition carefully before bidding. If there are varying or conflicting provisions made in any documents forming part of the contract, the Engineer In-Charge shall be the deciding authority with regard to the intention /interpretation of the document if will be binding on the contractor without any reservation whatsoever and nothing extra shall be paid. Any error in description, quantity or rate in schedule of work, **bill** of quantities /item of any omission there from shall not vitiate the contract or release the contractor from the execution of the whole work of any part of the work comprised there in according to drawing and specification or from any of his obligations under the contract.

3. The order of preference in case of any discrepancy as indicated under 'condition of contract 'given in the General Condition of Contract may be read as following:

1. Description of item schedule of quantities.
2. Additional specification and special condition, if any.
3. General condition.
4. Contract clauses of general condition of contract.
5. CPWD Specifications with up to date correction slips
6. Architectural drawings.
7. Indian standard specifications/BIS.
8. Sound engineering practice.
9. manufacturers specifications

Any reference made to any Indian standard specifications in these documents. shall imply to the latest version of that standard including such revisions / amendments as issued by the bureau of Indian standards up to last date of receipts of bids. The contractor shall keep at his own cost all such publication of relevant Indian standard application to the work at site.

4. The bidder shall be required to furnish a programme chart for completing the work in the stipulated time. For completing the work in time, the contractor might be required to work in shifts including night shifts and no claim whatsoever shall be entertained on this account. Notwithstanding the fact that the contractor will have to pay the labour and other staff engaged directly or indirectly on the work according to

the provision of labour regulation and the agreement entered upon and /or extra amount for any other reason.	
<b>5.</b> The site of work is located in the Lady Hardinge Hospital area and the bidders are advised to carefully examine the same from the view point of storage of material. Steel yard, labour huts movement of labours etc. before bidding	
6	The contractor or his authorized representative should always be available at the site of work to take instructions from the department officers and ensure proper execution of work
7	Permission has to be obtained by the contractor directly from traffic authorities for entry of trucks. Vehicles and machinery to site work as may be required for timely completion of the work
8	Income tax plus levied surcharge on Income tax and sale tax/ work contract tax and other taxes as applicable shall be recovered from the contractor
9	The contractor shall take instruction from the Engineer In-Charge for stacking of all materials at site. The contractor shall not stack materials at any place, which may cause serious inconvenience to the public and other construction agencies using that place. The Engineer In-Charge may ask the contractor to remove all such material (S) considered by him to be causing inconvenience to anyone. Nothing shall be payable on this account.
10	Wherever the malba/rubbish occurs on account of work at upper floors roof, the same shall be brought down through staircase or with some mechanical arrangement only and shall not be thrown to the ground directly from upper floors and has to be disposed off at MCD dumping ground.
11	The malba rubbish/unserviceable material is to be removed side by side during the progress of work immediately then and there every day and should be disposed off to MCD dumping ground failing which Rs 500/- shall be recovered from the contractor per fault per day. The department may remove the malba of the contractor so generated in MCD dumping ground at risk & cost of contractor and recovery of Rs 1000/- per cum shall be made from the contractor. The decision of Engineer In-Charge shall be final in case of fault for not removing the malba from the site.
12	The contractor shall instruct to his transporter of Malba and to ensure that the malba from the site should be disposed off only approved MCD dumping ground and not on the public places, Yamuna river bed etc.
13	Building rubbish/surplus excavated earth shall be removed simultaneously with the progress of the work so as to keep the site clear and to avoid any hindrance to the work. Any inconvenience to public /traffic using the surrounding areas/service roads failing which Rs.500 per fault per day shall be recovered from the contractor.
14	If for any reason, any part of the site is not available temporarily for some time for part of the work under the contract, the agreed construction schedule shall be suitably modified and contractor shall diligently divert his men and materials to utilize them profitably and no claim of damages whatsoever shall be entertained on this account. However the contractor shall be allowed extension of time for completion the work as deemed fit by the competent authority.

15	The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers etc. He shall be responsible for all damages and accidents caused to existing/new work due to negligence on his part. No Hindrance shall be caused to traffic during the execution of the work
16	Necessary curtains shall be provided by the contractor along the boundary of the site of work as per direction of Engineer In-Charge for which nothing extra shall be payable
<b>17.</b> The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fee and charge which may be liable. The contractor shall give due notice to Municipality, Police and / or other authorities that may be required under the law / rules in force the area and obtain all requisites for temporary obstructions /enclosures and pay all charge which may leviable on account of his execution of the work under the agreement. Nothing shall be payable on this account.	
<b>18.</b> Since the work is to be carried out in hospital buildings, some restrictions may be imposed by the security staff /administration /police authorized for the working at movement of labour. Materials etc. The contractor shall be bound to follow on such restrictions/ instructions and nothing extra shall be payable on this account.	
<b>19.</b> Other agencies doing works related with this project will also simultaneously execute the work and the contractor shall provide necessary facilities for the same. The contractor shall leave such recesses, holes openings etc. as may be required for the wet risers , air conditioning lift and other related works etc.	
<b>20.</b> Any damage done by the contractor to any existing work shall be made good by him at his own cost existing adjacent buildings drain pipes culverts overhead wire water supply line and simmer services encountered during the course of execution shall be protected against damage by the contractor and nothing extra shall be payable for the same. The contractor shall not store material or otherwise occupy any part of the site likely to hinder to the operation of such services.	
<b>21.</b> The contractor shall maintain in good condition all work executed by him till completion of the work and handing over the same to the department.	
<b>22.</b> Approved samples of materials item shall be kept at site of work till completion of the work. Each approved simple shall be signed by the contractor and Engineer In-Charge.	
<b>23.</b> A reference made to any Indian standard at the time of execution of work. The contractor shall have to keep all relevant publication /code at the site at his own cost however, Engineer In-Charge may direct for keeping any other publication codas at the site of work, requirement in connection with work.	
<b>24.</b> All necessary test as per the NIT/CPWD specifications /relevant BIS codes shall be carried out on all other material whether ISI marked or otherwise, from NABL approved lab as directed by Engineer In-Charge.	
<b>25.</b> Unless otherwise provided in the schedule of quantities the rates bided by the contractor shall be all inclusive and shall apply to all heights ,lifts leads and depths of the building and nothing extra shall be payable to him on this account. Payments for centring /shuttering if required to be done for height greater than 3.50 meter shall be admissible at the rate arrived in accordance with relevant clause of the	

agreement. The rate for all item in which use of cement is involved shall be inclusive charge of curing.

**26.** No structural member shall be chased or cut without the written permission of the Engineer In-Charge.

27. The contractor shall be responsible for the watch and ward of the building, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installation and thereafter till the building is physical completed and handed over. NO EXTRA PAYMENT SHALL BE MADE ON THIS ACCOUNT.

28. Contractor shall ensure the availability of material at site duly tested as per specifications and approved by the Engineer In-Charge. In no case the dismantling etc. should be carried out before approved material is brought to site. If contractor fails to follow instruction a penalty of Rs 200/- per day for this fault shall be recovered. The decision of Engineer In-Charge shall be final and building.

29. Any person who submits a bid shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work bid, which propose any alternation in the work specified in the said for of invitation to bid, or in the time allowed for caring out the work or which contain any other condition of any short including conditional will be summarily rejected. No single bid shall include more than one work, but contractor who wish to bid for two or more work shall submit separate bid for each. Bid shall have the name and number of the works to which they refer, written on the envelope. The rate must be quoted in decimal coinage. Amounts must be quoted in full rupee by ignoring fifty paise and considering more than fifty paise rupee one.

30. The contractor shall at his risk & cost, make all arrangements and provide all facilities as per Engineer In-Charge may require for collecting and preparing the required number of samples for such test at such time and to such place or places as may be directed by the Engineer In-Charge and bear all charge.

31. Testing of material such as interlocking paver blocks, porcelain tiles anodizing aluminum sections and any other material shall be carried out at the approved testing lab as per decision and direction of Engineer In-Charge.

32. As per GST (CGST+SGST) @ 2% shall be deducted from the gross amount of bill who are registered with the department of trade & tax and in case of those who are non-registered in GST deduction will be made as applicable. The dealer will be required to submit a copy of acknowledgement issues by the trade & tax dept for opting composition scheme for the financial year under consideration. The contractor is to submit an undertaking to this effect and TDS rates applicable thereon.

33. Wages due to every worker shall be paid to him by contractor through bank or ECS or online transfer to his bank account.

34. It shall be duty contractor to ensure the disbursement of wages through bank account of labour and obtain from the JE or any other authorized representatives of the Engineer In-Charge as case may be certificate under his signature at the end of the entries 'register of wages ' or wages cum muster roll''.

#### **Additional conditions for demolition work**

1. Full details of the building to be dismantled having been obtainable from LHMC/ HSCC and by inspection the bidder shall be deemed to have full knowledge thereof and shall have no claim on account of shortage and shall give an acknowledgement of having received the building on the same being handed over on acceptance of tender.

2. The buildings shall be demolished to ground level only and removed from the site and the site to be left levelled, clear and tidy by end at the expenses of the tenderer (including the provision of the necessary tackle ,plant ,scaffolding etc. ) within 30 days from the date of the date of start of the work in all respect to the satisfaction of the Engineer In-Charge who shall be allowed access to the work , failing ,which government shall be entitled to do it at the risk and cost of the bidder or to treat the bidder default as a ground for terminating the contract.

3. The contractor shall be responsible for any damage done in the demolition and indemnify the government against any claim an account thereof including third Party and workman compensation claim. If damage is done to the said property or any adjoining property government shall be entitled to have the same put right at the risk and expenses of the bidder or treat the default as ground for terminating the contract.

4. The bidder shall acquire no interest in the land comprised in the property except a license to enter thereon for the purpose of the demolition aforesaid , and in particular shall not be entitled to reside or allow anyone to reside on the property except chowkidar.

5. The contract shall not be assigned without the consent in writing of the Engineer In-Charge.

6. The building shall be at the risk of the bidder from the date of acceptance of the tender.

7. If the bidder fail (s) to observe or perform any provision of the contract or become (s) insolvent or make (s) arrangement with creditors or if any bribe, greatly, gift, loan perquisite reward or advantage pecuniary or otherwise shall either directly or indirectly be promised or offered by the bidder or the bidder servants or agents to any public officer or person in the employment of the

president in any way relating to his office or employment or if any such officer or person shall become in anyway directly or indirectly interested in the contract the Engineer In-Charge may determine the contract without notice and without prejudice to recovering from the bidder of any loss thereby incurred.

8. No labourer below the age of 18 years shall be employed on the work of demolition and no female labour be employed within the limits of a cantonment. The bidder shall pay his labour not less then the minimum wages prescribed by the govt. through notification from time to time.

9. In case of a tender by partner any change in the constitution of the firm shall be forthwith notified by the bidder to the bidder to the Engineer In-Charge for his information.

10. If any dispute shall arise in connection with the contract shall be referred to the Engineer In – Charge and his decision shall be final and binding on the parties.

11. The contractor shall comply with the provision of the payment of wages act 1936, minimum wages Act 1948. Employee liability Act 1938, workmen compensation Act 1961 and the contractor labour (Regulation and abolition) Act 1970 on the modification there of or any other law relating thereto and the rules made there under from time to time. The contractor shall indemnify is deducted or recovered by the jamadars from the wages of the workmen.

12.Wages shall be paid by the contractor to the workmen directly without the intervention of any jamadar or khatadar. The contractor shall further ensure that no amount by way of commission or otherwise is deducted or recovered by the jamadars from the wages of the workmen.

13. The time allowed for carrying out the work as mentioned in the tender documents shall be strictly observed by the bidder and shall be reckoned from the date of issue of acceptance letter. The work shall throughout the stipulated period of the contract be progressed with all due diligence and bidder shall pay as compensation an amount equal 1% or such similar amount as the Engineer In charge (whose decision in writing shall be final) may decide on the amount of tendered value of the whole work as shown in the tender for every day on which the work remains un-commenced or unfinished subject to a maximum of 10% of the tenders amount.

14. In case the Engineer In-Charge is not satisfied with the working of the bidder and feels that it is being done haphazardly and is likely to hurt or cause damage to others he will have the right either to stop the work or direct the operations.

15. No extension of time limit beyond stipulated in the tender documents will be granted under normal circumstances. However, if the bidder desires the extension of time due to unavoidable hindrances in the execution, he shall apply

in writing within a period of five days of the date of such hindrance and the Engineer In-Charge in the opinion. (which shall be final) if satisfied about the reasonableness of the grounds may grant such extension of time as may be necessary and proper. Decision of Engineer In-Charge for grant of extension of time will be final.

16. In case of the bidder fails to clear the site within the aforesaid time limit or fails to show progress satisfactory to the Engineer In-Charge the Engineer In-Charge holds the right to dispose of the remaining standing structure and material lying at site at the expense of the bidder and no claim whatsoever from the bidder will be entertained.

17. Sales tax or similar incidental charge livable if any will be borne by the bidder for demolition of structure and clearing site.

18. The specifications of CPWD in force will have to be observed by the bidder for demolition of buildings.

19. The material obtained from the demolition unserviceable material like sanitary and water supply items except exhaust fans, electric fans water meter commotions and MCD/NDMC installation will not be property of successful bidder. The serviceable material like exhaust fans. Electric fans, electric and water meters and connections of MCD/NDMC installation shall be removed by the bidder and handed over to the department. The material which may be otherwise by lying at site at the time of inviting tender shall be not to the property of tendered.

**20.** No assistance in any shape will be rendered to the successful bidder by the department for the demolition of the structure and clearing the site.

**21.** The bidder will remove the debris side by side with the dismantling as there is no space for stacking of dismantled material. The Engineer In-Charge will have the right to stop the work and cart debris at bidders risk and cost. The Engineer In-Charge will have the right to stop removal of serviceable material also if he is not satisfied with the progress of the removing of debris. No claims will be entertained for loss of labour or delay for such stoppage of work.

22. The bidder shall not deposit or dispose of material of any such place which will cause inconvenience to the public, functioning of the school and other or is against the municipal-bye-laws.

23. The bidder shall have to dismantle and clear at site as per priority laid down by the Engineer In-Charge as per his requirement for construction of the new building, on it. In case the bidder fails to comply with the same shall be got dismantled and cleared at the contractor cost and no appeal or claim on this account will be entertained.

17. Melba to be disposed of to nearest MCD dumping ground by mechanical transport.

24. The successful bidder will have to plug all the open ends of running sewer and C.I. pipe line as directed by the Engineer In-Charge without claiming anything failing which the open ends will be plugged by the department at the risk and cost of the bidder.

25. In case any accident resulting in the partial or total disablement or death of works employee on demolition, the successful bidder will have to pay necessary compensation under workmen compensation act.

26. The bidder will not disturb sewer line and manholes and also water pipe line belongs to Municipal Corporation, any damage caused shall be made good at the bidder cost.

27. The bidder will be governed by the labour regulation including work man compensation act in forces.

28. The intending bidder must see the structure before offering the bid.

29. The successful bidder will be allowed to dismantle and remove water supply, sanitary installation as per details is below except those fittings as mentioned in clause ,or second schedule.

- (I) Sanitary installation above ground level within the plinth area of the building to be demolished.
- (II) All internal water supply fittings and pipe line above ground level within the area of building to be demolished.

30. The bidder shall ensure that no inconvenience is caused to occupants of adjoining buildings. In the adjoining area due to removal of old service lines (water supply and sewerage ) he shall make alternate arrangement to provide new lines as per instructions of the Engineer In-Charge before removal of the old lines. The payment for laying new lines, if required to be laid, shall be made on rate DSR 2016 with up to date correction slips. Nothing extra shall however be paid for dismantling removal of old lines.

31. The bidder shall not be allowed to store the dismantled material at site of the building compound for more then one day being walled quantity area, there is no space stacking for the same.

33. The buildings shall be demolished to ground level only. the bidder shall make his own arrangements for all tools plant and demolition and removal from site all dismantle material including rubbish etc. He will have to level and clear the site in all respect to the satisfaction of the Engineer In-Charge who will always have the



access to site. On the bidder failure to so execute the site work the govt. may terminate the contract and /or get the said work executed at the risk and expenses of the bidder.

34. The bidder shall also remove from premises on which demolition work has been carried out all scaffolding surplus material and rubbish and shall clear out all dirt and debris in upon or about the premises of which he may have had temporary possession for the purpose of carrying out the said demolition if the bidder fails to comply with the requirement of this condition as to removal of scaffolding surplus material and rubbish and cleaning of all dirt and debris on or before the expiry of the period allowed , the govt. may at the expenses of the bidder remove such scaffolding surplus material rubbish dispose of the same as it things fit and clean such dirt and debris as aforesaid and the bidder shall forthwith pay the amount of all expenses from the security deposit and bidder shall have no claim in respect of all such scaffolding the surplus materials as required.

35. The agency shall take safety measures during execution of work and any mishap during execution shall be wholly responsible of the contractor

36. The area of working site shall be cordoned off by the contractor during execution of work and nothing shall be paid due to this.

37. The contractor shall clear the site in all respect after completion of work.

38. The bidder will not be allowed to admit any other person as partners or subject in any manner after acceptance of their bid after

39. ANY TAX DUTIES as required by law shall be payable by the bidder. Same should be included in their offer. no extra payment shall be made due to these.

40. No tools and plants. Shall be issued to the agency and nothing shall be paid for any types of T&P.

41. IN CASE OF FAILURE OF lifting the dismantled materials, the Engineer In-Charge reserves the right to forfeit the EMD and an amount of Rs 2000/- per day shall be deducted from the gross amount.

42. Due to security reason the contractor shall have to arrange timetable of labour according to the security staff and Engineer In-Charge instruction. The contractor should see the site before the execution of work.

43. The contractor shall make his own arrangement for getting the permission to ply the trucks from the traffic police.

44. The contractor shall be responsible for behaviour and conduct of worker with doubtful integrity or having a bad record shall be engaged by the contractor.

45. The work shall be carried out in the manner complying in all respects with the requirement of relevant bye-law of the local bodies under the jurisdiction of which the work is to be executed and nothing extra shall be on this account.

46. The temporary warning lamps shall be installed at all barricades during the hours of darkness and kept at all time during these hours.

47. A tender by a firm must be signed by each partner or a person holding a valid power of attorney which must be produced inspection by government. The tender must also disclosed that the firm is duly registered under the Indian partnership act.

48. Any person wishing to tender must do so on the attached form and any alteration therein may result in the tender not being considered.

### **SPECIAL CONDITION**

1. The successful bidder will not be allowed to make any store or **go down** at the site of work. The material will have to be removed side by side during the course of dismantling and carted to his own store for which nothing extra Shall be paid.
2. The successful tender shall submit 100% of quoted credit amount within one week of issuance of letter of Award.
3. The Site will have to be cleared off to the original ground level after dismantling of the structure as a whole.
4. The contractor shall abide by all the rules and regulation as made by local bodies for example MCD, NDMC, BSES, from time to time and in this connection shall make necessary arrangement as directed by the Engineer In-Charge without claiming anything extra.
5. The malba obtained from the demolition of the structure will have to be disposed off at place as allowed by the MCD, NDMC and or as directed by the Engineer In-Charge.
6. The building being situated in the urban area use of gum -power or similar explosive for demolition is strictly prohibited.
7. If the contractor failed to execute the said work within the stipulated time, the Engineer In-Charge may terminate the contract and get the said executed at the risk the expenses of the bidder by employing the required labour or by calling fresh tender within 10 days of such failure. A notice issues by the Engineer In-Charge to this effect shall be sufficient evidence regarding failure on the part of the contractor for the execution of balance work at the risk and cost of the purchase and such decision shall be final and binding on him.

8. The work of demolition shall be carried out as per programmer prepared by the contractor and duly approval by the Engineer In-Charge. The contractor shall submit the programmed of demolition within a day of award of work. Since the time is essential part of it is contract, the following progress to be maintained during the period of the contract.
1. 40% demolition in 50% of the stipulated time.
  2. 100% demolition in 80% of the stipulated time.
  3. Clearing and cleaning the site in the balance 20% of the stipulated time.

In the event of failure on the part of the contractor to maintain the progress as per the programme given above, the Engineer In-Charge shall be free to take remedial action as per condition mentioned above.

### **Infra specialist conditions**

Directives of National Green tribunal in O.A No. 21 of 2014 and O.A no, 95 of 2014 and MoEF guidelines 2010 on Air pollution from construction and demolition activity:

#### **(A) NGT Order dated 04.12.2014**

- No government authority contractor builders or any person would be permitted to store damp construction material or debris on metalled road.
- Beyond the metal laid road the area where such the construction material on debris can be stored shall be physically departed by officers at all the concerned authorities corporation ensuring that it would not cause any obstruction to the free flow of traffic inconvenience to the pedestrians , It should be ensured that no accidents occur or account such permissible storage.
- Every builder contractor or person shall ensure that construction material is covered by tarpaulin and all other precaution should be taken by raising wind breakers of appropriate height on all sides of the plot are raising plastics and to other similar material to ensure any air pollution during course of construction mean storage of material or construction activity. This condition shall be strictly adhered for every builder, contractor, person or authority. In the event of default they shall be liable to be persecuted under the law in force as well as for causing environmental pollution and will be liable to pay compensation which would be determined by the tribunal accordance with law.
- All the trucks or vehicles of any kind which are used for construction porpoises //or are carrying construction material like cement, sand and other allied material should be fully covered . The vehicles should be properly cleaned should be dust free and every necessary precautions is to be taken to ensure that enroute their destination the dust sand or any

other particles are not permitted to be released in contaminate air . Any trucks not complying with the above directions would not be permitted to enter NCR, Delhi.

**(b) NGT order dated 10.04.2015**

- Every builder or owner shall put tarpaulin on scaffolding around the area of construction and the building. No person including builder, Owner can be permitted for storing any construction material particularly sand on any part of the streets , roads in any colony.
- The construction material of any kind that is stored on the site will be fully covered in all respects so that it does not disperse in the air in any form.
  - All the construction material and debris shall be carried in the other vehicles which are fully covered and protected so as ensure construction debris or the construction material does not get dispersed in to the atmosphere in any from whatsoever.
  - The dust emissions from the construction site should be completely controlled and all precaution taken ion the behalf.
  - The schedule carrying construction material and consonant debris of any kind should be occurred before it is permitted to ply on road after unloading on such material.
  - Every worker working on the construction site and involved in loading unloading and carriage of construction material and debris shall be provided with musk to prevent information of dust particles.
  - Every owner and or builder shall be under obligation to provide all material help investigation and treatment to workers involved in the construction of the building and carry of construction material and debris relative of the emission.
  - It shall be the responsibility of every builder to transport construction material and debris waste to construction site dumping site or any other place in accordance with rules and in terms of this order
  - All to take appropriate measures and to ensure that the terms and the condition of the earlier order and this order should sickly comply with the fixing sprinklers creation on green barriers
  - Compulsory use of water for grinding and stone cutting.
  - Wind breaking walls around construction site.
  - All the builders who are building commercial, residential complex which are covered under EIA notification of to 2006 shall provide green bell around the building that they construct. All authority shall ensure that such green is in existence prior to ensure of occupancy certificate.

- All builders shall ensure that C&D waste is transported in terms of this order in the C&D waste site only and due record in that behalf shall be maintaining by the builder transport and NCR of Delhi.
- Even if construction have started after seeking government clearance under the EIA notification 2006 and after taking other travel but is being carried out without taking the preventive and protective environmental stapes has stated in this order and MoEF guidelines 2010. The state government SPCB and any officer of any department as stated shall be entitled to direct stoppage of work.

(c) Environmental impact assessment guidance manual for building constructions township and area development projects of February, 2010 envisages the following guidelines for mitigation measures in respect of dust control from building construction projects:

Adopting techniques like, air extraction equipment and covering scaffolding hosing down road surfaces and cleaning of vehicles can reduce dust and vapour emissions. Measures include appropriate containment around bull stamps, tanks and materials states to prevent spillages entering watercourses.

The other measure for reduce the air pollution on site:

- Sprinkling of water and fine spray from nozzles to suppress the dust
- On road inspector should be done for black smoke generating machines
- Purpose of use of cream bud should be done.
- All DG sets should comply annexure norms notified bs mopt1
- Vehicles having pollution under certificate may be allowed to pay.
- Use of covering sheet to prevent dust dispersions at buildings and infrastructure sites, which are being constructed.
- Paving is a mere permanent section to dust control, suitable for longer duration projects, high cost is the major drawback of paving.
- Reducing the speed of a vehicle to 20kmph can reduce emissions by a large extent.

Speed bumps are commonly used to ensure speed reductions. In cases where speed reduction cannot effectively reduce fugitive dust, may be necessary to divert traffic cannot effectively to nearby paved area.

MATERIAL STORAGE/WAREHOUSES- Care should be taken to keep all material storage adequately covered and contained so that they are not exposed to situations where winds or site could lead to dust particulate emissions fabrics and plastics for covering piles of soils and debris is ineffective means to reduce fugitive dust.

**LADY HARDINGE MEDICAL COLLEGE &  
ASSOCIATED HOSPITALS , NEW DELHI**

**Dismantling of existing Faculty Flats & Part of Nurses  
Hostel buildings & Disposal of serviceable/ unserviceable  
materials from LHMC campus, Shaheed Bhagat Singh  
Marg, New Delhi**

Financial Bid

**Volume-II**

**April' 2019**



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/168/PM/LHMC/Dismantling/2019**

**Project Name: Dismantling of Existing buildings in LHMC campus and credit for disposal of dismantled servicable/ non servicable material from LHMC Campus New Delhi.**

**Bill of Quantity**

Name of the Bidder						
Sr.No.	Description of Item	Cost as per BOQ (in Rs.)	percentage above or below the estimated cost	% above or below in Figures	Percentage above or below in Words	Amount (in Rs.)
1.01	Dismantling of existing buildings on as is where is basis in campus of Lady hardinge & Credit for carriage and disposal of dismantled servicable / non servicable materials by mechanical means at a place at the discretion of agency on as on where basis including loading, unloading, deploying mechanical equipment, manpower etc all complete including all requirements as per terms and conditions and instructions of HSCC. The quoted rates shall include all such activities whatsoever which may be required to fulfill the intent & purpose as laid in the terms & conditions of Tender.					
a)	<b>All kind of soil</b>	<b>1400000.00</b>			Zero	0.00
	<b>Total Cost</b>	<b>1400000.00</b>				0.00

*\*The amount quoted by the bidder shall be payable to LHMC by the bidder.*