

# **Tender**

**For**

**Appointment of Third party Quality Inspection  
agency for various projects under HSCC**

**VOLUME - I**

**Contract Document  
Third party Inspection Agency**

**December' 2016**



**HSCC ( India) Ltd**

**(CONSULTANTS & ENGINEERS FOR MEGA HOSPITALS & LABORATORIES)**

**E-6(A), sector-1, NOIDA(U.P) 201301 (India)**

Phone : 0120-2542436-40

Fax : 0120-2542447

**TENDER No.- HSCC/AIIMS/TPI/2016**

## **Content of Documents**

<b>Sl.No.</b>	<b>Description</b>	<b>Page No.</b>
1.	Invitation for offer/ Notice Inviting Tender	3 & 4
2.	Instructions for submission of application	7
3.	Standard & General Conditions of Contract (GCC)	9
4.	Scope of Services	21
5.	General Information of TPI Agency (Annexure – I)	23
6.	Summary of Projects (Annexure – II)	24
7.	Standard Agreement Format (Annexure – III)	25
8.	Bill of Quantities / Payment Schedule (Annexure – IV)	28

# **HSCC (INDIA) LIMITED**

## **Notice Inviting Tender**

Tender No. HSCC/AIIMS/TPI/2016

Dated: 05.12.2016

HSCC (I) Ltd. invites bids from eligible Govt. agencies/Govt. Institutions for **“Appointment of Third party Quality Inspection agency for various projects under HSCC”**, Bid security: Rs.10,000/-, Sale of Tender from 08.12.2016 to 23.12.2016 upto 14:00 hrs., For details in regards of eligibility, purchase and submission of tender document etc., please refer detail advertisement and tender documents made available at HSCC website **[www.hsccltd.co.in](http://www.hsccltd.co.in)**.

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

**DGM (Civil), HSCC (I) Ltd.**

# **HSCC (INDIA) LIMITED**

## **Notice Inviting Tender - Detailed**

Tender No. HSCC/AIIMS/TPI/2016

Dated: 05.12.2016

HSCC (I) Ltd. invites bids from eligible Govt. agencies/Govt. Institutions for **“Appointment of Third party Quality Inspection agency for various projects under HSCC”**, Bid security: Rs.10,000/-, Sale of Tender from 08.12.2016 to 23.12.2016 upto 14:00 hrs., Last date of submission of bid upto 15:00 hrs. on 23.12.2016 and Opening on the same day at 15:30 hrs. Interested firms, Tender documents may be downloaded from HSCC website <http://www.hsccltd.co.in>.

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

**DGM (Civil), HSCC (I) Ltd.**

# HSCC (INDIA) LIMITED

**Plot No. 6(A), Block-E, Sector-1, Noida**

Phone: - 0120 2542436-440; Fax: - 0120 2542447

HSCC (I) Ltd. invites bids from eligible Govt. agencies/Govt. Institutions for **“Appointment of Third party Quality Inspection agency for various projects under HSCC”**.

1. Bids are invited for “Appointment of Third party Quality Inspection agency for various projects under HSCC” from Govt. agencies/Govt. Institutions working in the area of Third party Quality Inspection etc. the said work for AIIMS OPD Block, Mother & Child Block, New Paid Ward, AIIMS Jhajjar-Hospital Block, AIIMS Jhajjar- Residential Block etc.
2. The bids shall include formats as per Annexure I to IV fully filled up.
3. Applications containing false and /or incomplete information are liable to be rejected.
4. Prospective bidders are advised to regularly scan through HSCC website as corrigendum/amendments etc. if any, will be notified on the company’s website and separate advertisement will not be made for it.
5. The interested firm/ agencies may/can be download a complete set of bid documents from HSCC website <http://www.hsccltd.co.in> from 08.12.2016 to 23.12.2016 upto 14:00 hrs. and submit their bid on or before 15:00 hrs. on 23.12.2016 in HSCC’s office at Plot No. 6(A), Block E, Sector-1, Noida-201301(U.P)
6. Earnest Money Deposit (EMD) of is Rs. 10,000/- (Rs. Ten Thousand only) in the form of Demand Draft / Pay Order issued from a Nationalized/ Scheduled Bank in favour of HSCC (India) Ltd. payable at Noida/ New Delhi may be enclosed with the offer.

7. A contact person shall be made available /assigned to respond for any query. Detail of contact person to be given as under.

i. Name of Contact Person : \_\_\_\_\_

ii. Designation : \_\_\_\_\_

iii. Address : \_\_\_\_\_

iv. Contact Tel. No. \_\_\_\_\_

v. Fax No. \_\_\_\_\_

vi. Email address \_\_\_\_\_

8. The Third party Quality inspection agencies shall quote their rates without any condition. The conditional offers are liable to be rejected.

9. Income tax shall be deducted from Agency's bill as per Government of India norms.

## **INSTRUCTION FOR SUBMISSION OF APPLICATIONS**

The offer shall be submitted in sealed covers marked “**Appointment of Third party Quality Inspection agency for various projects under HSCC**” as detailed below: -

### ENVELOPE MARKED NO.1

Shall contain an Bid Security / Earnest money of Rs.10,000/- in the form of either demand draft in favour of HSCC (India) Ltd, payable at Noida/ New Delhi.

### ENVELOPE MARKED NO. 2

Shall contain all documents (Vol.-I and Annexure – I, II, III) supplied with the tender but **excluding Annexure – IV** (Bill of Quantities / Payment Schedules) duly signed and filled.

### ENVELOPE MARKED NO. 3

Shall contain **Annexure – IV (Bill of Quantities / Payment Schedules)** duly filled signed & stamped.

All the three envelopes marked above to be sealed in a separate envelope and submitted within due date & time at the following address:

**C/o  
DGM (Civil),  
HSCC (India) Ltd.  
E – 6(A), Sector -1, NOIDA, Uttar Pradesh.  
Pin- 201301.**

The last date of submission of tender is 23.12.2016 up to 1500 Hrs. & opening at 15:30 hrs. on the same day.

Bids shall be opened in the office of HSCC (India) Ltd, Plot No. 6(A), Block-E, Sector 1, Noida, Distt. Gautam Budh Nagar, Uttar Pradesh, Pin – 201301, half an hour after the prescribed time for tender submission in presence of the Govt. agencies/ firms representatives who may wish to be present.

Envelope No.1: Shall be opened first. If the bid Security is not found as prescribed the bid shall be summarily rejected.

Envelope No.2: Shall then be opened. Bids of Agency/ parties who do not accept the conditions laid down in the bid documents may be rejected.

Envelope No. 3 : Shall contain the sealed **Annexure – IV (Bill of Quantities / Payment Schedules)**. Whose bids is found to be generally in order and substantially

responsive shall be opened either at the bid opening or at a subsequent date to be intimated in advance to such eligible bidders.

Offers not complete in all respects and/or received without the earnest money and conditional or not in accordance with our terms and conditions, will be summarily rejected. The decision of HSCC shall be final and binding in this regard. HSCC reserves the right to accept or reject any or all quotations without assigning any reason thereof and also take no responsibility for delay, loss or non-receipt of quotations sent by post either way.

Kindly note that offers shall be valid for six months from date of submission of your bid.

Thanking you.

Yours faithfully,

-----sd-----

Dy. General Manager (Civil)



## **STANDARD & GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1.0 DEFINITIONS AND INTERPRETATIONS**

#### **1.1 Definitions**

The following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

- “*Applicable Law*” shall mean any law, legislation, statute, act, by-laws, rule, regulation, ordinance, order, decree, protocol, notification, policy, by-law, administrative guideline, ruling, instruction, directive, consent, license, approval, permit, judgment, court order, treaty or any interpretation thereof by any Governmental Authority or Person acting under the authority of any Governmental Authority and / or of any statutory authority in India, as may be in force and effect during the subsistence of the Contract.
- “*Arbitration Act*” shall mean the Arbitration and Conciliation Act, 1996 as applicable in India and (or any enactment/amendment replacing/amending such Arbitration Act) and rules and regulations made there under.
- “*HSCC means HSCC (India) Ltd* and legal Successors to the OWNER and permitted assignees.
- “*Contractor* ” shall mean any supplier for goods and services or supplier / manufacturer of equipment or construction contractor appointed / nominated by HSCC and that is not a sub-contractor of TPI Agency for the services it provides. Contractor shall also include EPC , Contractor/Construction Contractor/Supplier to be appointed / appointed for construction of the project.
- “*Contract* ” means contract entered between HSCC and TPI Agency pursuant to award of work.
- 
- “*Fees*” means the amount of money to be paid to the TPI Agency by the HSCC for Services rendered by the TPI Agency to the HSCC.
- “*Willful Misconduct*” means intentional disregard of Good Industry Practice or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property. • “*Good Industry Practice*” means those practices, methods, techniques, standards, skills, diligence and prudence which are generally expected internationally from a reasonably skilled and experienced TPI agency engaged in the same type of undertaking and would mean best practices resulting in the performance of the obligations by the TPI agency in accordance with this Contract.
- “*Party*” means any one of the HSCC or the TPI Agency and “*Parties* ” means both HSCC and the TPI Agency.
- “*Project* ” means the “ redevelopment of Kidwai Nagar East being executed by HSCC as implementing Agency mentioned in section Scope of Services.

- “*Services*” means the services to be performed by the TPI Agency for the project.
- “*Works* ” means the permanent works to be executed (including the goods, equipment and construction for the execution of the Project.
- “*Effective date* ” shall be the date of issuance of Letter of Award by HSCC”.
- “TPI Agency” shall mean any Third Party Inspection Agency that shall carry out services as specified in this document.
- “*Site*” shall mean the land, location, RoU and/or place provided by the HSCC where the Works are to be executed and includes any other place as may be designated by the HSCC in connection with the Project.

## **1.2 Interpretations**

- 1.2.1 The headings and subtitles are included in this Document are solely for convenience and shall not be deemed to be part of it and shall not affect the interpretation, meaning or operation of the Contract.
- 1.2.2 The singular includes the plural, the masculine includes the feminine, and vice-versa, where the context so requires.
- 1.2.3 References to a particular clause, paragraph, sub-paragraph or attachment shall, except where the context otherwise requires, be a reference to that clause, paragraph, sub-paragraph or attachment in or to these conditions.
- 1.2.4. The words “including” and “include(s)” are not to be construed as words of limitation;
- 1.2.5. Whenever provision is made for the giving of notice, approval or consent by any person, unless otherwise specified, such notice, approval or consent shall be in writing and the words ‘notify’ and ‘approve’ shall be construed accordingly;

## **2.0 Performance of Services**

The TPI Agency agrees to provide, render and furnish the Services to the HSCC in relation to the Project in accordance with and subject to the terms and conditions forming part of this Contract. The TPI Agency shall perform the Services and all of its obligations and responsibilities with such care, diligence and professionalism as are required by the highest standards of international practice for similar services. The TPI Agency shall give the Services the highest priority and no other job of the TPI Agency shall take precedence over the Services nor shall the TPI Agency make any allocation of its resources which would have the effect of delaying the timely performance of the Services. The TPI Agency represents and warrants that it has the requisite skills, experience, expertise and capacity to perform the Services in the foregoing manner and to satisfy and fulfil all of its obligations and responsibilities under this Contract. The TPI Agency shall perform the Services in accordance with this Contract and the latest revisions and innovations practicable and consistent with the engineering and design of the project and the time schedule, provided that such revisions and innovations are commercially proven as of the date hereof.

The TPI Agency shall also perform its Services to incorporate experience gained in the course of design, engineering, procurement, construction, testing, commissioning, operation, quality control and project management.

In performing the Services the TPI Agency shall comply with directions of the HSCC and /or any other person specifically authorized by HSCC in writing. The Services shall be rendered by the TPI Agency directly to the HSCC and to such other persons as may be specified from time to time by HSCC in writing. The HSCC shall at its discretion decide whether to accept or reject TPI Agency's advice or implement TPI Agency's advice with modification, but the TPI Agency shall nevertheless be liable for such advice in accordance with this Contract. The HSCC shall have the right to amend the scope of the Services. The HSCC shall at its sole discretion decide as to which of the various Services it requires the TPI Agency to perform and the time for such performance. The HSCC shall also have the right to get any part of the Services to be performed by other TPI Agencies, advisors or contractors, which may be appointed from time to time by HSCC. HSCC shall also have the right to get such Services which have been performed by the TPI Agency or are being performed by the TPI Agency to be performed by any other TPI Agency, advisor or contractor, which may be appointed by the HSCC from time to time. If any services, functions or responsibilities not specifically described in Scope of Services are inherent, necessary or customary part of the Services they shall be deemed to be included within the scope of the Services to be performed, as if such services, functions or responsibilities were specifically described in Scope of Services unless, such services, functions or responsibilities were agreed to be specifically excluded by the Parties in writing. Except as otherwise expressly provided in this Contract, TPI Agency shall be responsible for providing the facilities, personnel, equipment, software and other items and resources as may be necessary to complete the Services. The TPI Agency shall not be entitled to claim any cost of what so ever nature due to such express and implied amendment of the Scope of Services of the TPIA Agency.

### **3.0 Intellectual Property Rights**

All designs, drawings, specifications, data, information, computer printouts, documents, reports, studies, manuals, programs, analyses and all other items produced by TPI Agency and/or provided by HSCC or its Affiliates, other contractors, TPI Agencies and advisors to TPI Agency, during the course of performance of the Services shall become and remain the property of HSCC. The TPI Agency shall deliver the same (properly sorted and indexed) to HSCC in accordance with the provisions of this Contract and in any event upon expiry or termination of this Contract. With HSCC's prior written approval, TPI Agency may retain and use for TPI Agency's internal general know-how copies of the same. In case of standard specifications of TPI Agency (as specified in the documents by the TPI Agency), the ownership of such documents shall not be transferred to the HSCC. However, the HSCC shall have the right to use the same. TPI Agency shall ensure that it does not transfer or dispose of any of the above-mentioned documents or information to any person, entity or third party without the prior written consent of the Owner.

## **Patent**

No patented or patent pending articles, designs, methods or devices shall be used or supplied in connection with the Services or incorporated in the services without the prior written approval of the HSCC and HSCC may not permit if the terms of purchase involve or require the payment of any licence fee or royalty in addition to the purchase price and do not contain patent indemnification in a form satisfactory to the HSCC.

## **Conflict of Interest**

- a) Unless otherwise agreed in writing by the HSCC, the TPI Agency and his personnel shall have no interest in nor receive remuneration in connection with the Project except as provided for in this Document.
- b) The TPI Agency shall not engage in any activity or provide service to any other third party, involved directly or indirectly in the project which might conflict with the interests of the HSCC under this Document.

## **Publication**

TPI Agency , either alone or jointly with others, cannot publish material relating to the services. Such publication shall be subject to approval of the HSCC in writing.

## **6.0 Governing Laws**

This Contract shall be governed by and interpreted in accordance with the laws of India and shall be subject to exclusive jurisdiction of the courts at Ahmedabad, Gujarat.

## **7.0 HSCC's Representative**

HSCC shall nominate its Representative(s) who shall be entitled to act on behalf of HSCC with respect to any decision it is empowered to make.

## **8.0 TPI Agency's Representative**

TPI Agency shall nominate a qualified and experienced person as its Representative who shall be contact person between HSCC and TPI Agency for the performance of the Contract. The nomination shall be done within 10 days from the award of work. The representative shall be entitled to act on behalf of TPI Agency with respect to any decisions to be made under the Contract. All instructions, notices, decisions, approvals, orders, certificates, and all other communications under the Contract shall be given by the Representative of the HSCC to the Representative of the TPI Agency and vice versa, except as herein otherwise provided or unless notified to the contrary by the HSCC.

## **9.0 TPI Agency Personnel**

The TPI Agency shall ensure that it shall deploy adequate number of qualified personnel having adequate knowledge, skill and experience for providing services as required by the HSCC for timely performance of Services. An organization chart of the TPI Agency's key personnel shall be submitted. No person deployed for HSCC's work shall be replaced without written permission of HSCC. In case of misbehaviour, proven incompetence or Gross Negligence, HSCC shall require the replacement of the personnel deployed for HSCC's assignment. These personnel shall be replaced with a competent person by the TPI Agency immediately after taking approval from HSCC. HSCC also has the right to ask for replacement of TPI Agency's personnel without assigning any reason.

## **10.0 Notices**

All Notices shall be in writing and will take effect from the date of receipt at the communication address. Suitable proof of delivery like speed post acknowledgment receipt, registered AD acknowledgment receipt, hand delivered acknowledgment are acceptable mode of acknowledgment .In case of speed post and registered AD notices, a copy of notice is required to be sent for acknowledgment of contents and acknowledgment on this copy of notice by HSCC which will be returned to TPI Agency & shall be considered as valid acknowledgment of notice. All Notices shall be sent to respective representatives of parties.

## **11.0 Taxes & Duties:**

Tax (es) shall be deducted at source in accordance with statutory requirements. The TPI Agency undertakes to issue proper invoice as stipulated under the service tax legislations to enable the HSCC to avail the credit of such taxes, wherever applicable, paid by the TPI Agency.

## **12.0 Changes in Law:**

Any statutory variation on account of service tax or other applicable tax, if any; within the contract period, subsequent to the signing of agreement shall be reimbursed by HSCC or refunded by the TPI Agency, as the case may be. Such adjustment shall be limited to direct transactions shown as taxes and duties in TPI Agency's invoice between the HSCC and the TPI Agency.

## **13.0 Time Schedule**

Duration of inspection is mentioned in Tender (tentatively) from the date of Work Order. However, TPIA shall extend their service till commissioning and hand over of the project at the same rates and term & conditions of that of Work Order. If the services are impeded or delayed on account of the HSCC or his contractors, which the TPI Agency could not reasonably avoid, TPI Agency shall inform the HSCC of the circumstances and the adverse impact, if any. The impact on the fee shall be presented to the HSCC for approval and any increase shall be mutually agreed upon

in writing based on agreed rates. The time for completion of services shall be suitably increased with mutual consent.

The Works are to be completed in staggered time of completion from the date of award of the contract of respective projects as indicated in **Annexure II**.

#### **14.0 Force Majeure**

Where any Force Majeure event renders impossible or hinders or delays the performance of any obligation then the failure or omission of HSCC or TPI agency to perform such obligation shall not be treated as a failure or omission to comply with or breach of this Contract. "Force Majeure" shall mean happening of any of the following events or circumstances or combination of the following events or circumstances which are generally unpredictable and outside the reasonable control of the affected Party, which could not have been prevented by Good Industry Practice or by the exercise of reasonable skill and care and which or any consequences of which, have a material and adverse effect upon the performance by the affected Party of its obligations under this Contract.

- a) War, hostilities, revolution, riots, civil commotion.
- ii) Natural calamities arising due to, epidemics, fire, flood, drought, earthquake or like events;
- iii) Ordinance of any Government agency or of any political subdivision thereof delaying or preventing the performance of the Contract obligations in whole or in part
- iv) Any strikes, (excluding strikes, lockouts or other industrial disputes or action solely among employees of TPIA Agency or its sub-contractors)
- v) Because of any act of God,

However, Force Majeure shall not include occurrences as follows i.e. i) Delays due to ordinary storm, inclement weather, seasonal rains, monsoon or other unfavourable weather conditions which are reasonably expected for the climate in the geographic area; or ii) Delays resulting from unsuitable ground condition; iii. ) Non-performance by sub-contractors, supplier or worker etc; or iv). Financial distress of TPI agency or any sub-contractor. Or v. The occurrence of shortage of any manpower or equipment etc; or The affected party shall inform the other party in writing of any such cause with necessary evidence that the obligation under the Contract is thereby affected or prevented or delayed within 48 hours from the happening of the event. `As soon as, the cause of Force Majeure has been removed, the Party whose ability to perform its obligation has been affected shall notify the other of such cessation and of the actual delay incurred in such affected activity adducing necessary evidence in support thereof. Such affected party shall resume performance of its obligations hereunder as soon as reasonably possible thereafter From the date of the occurrence of a case of Force Majeure, the obligations of the Party affected shall be suspended during the continuance of any inability so caused until the case itself and the inability resulting there from have been removed and the agreed time of completion of the respective

obligations under the contract Documents shall stand extended by a period equal to the period of delay occasioned by such events. In the event that a condition of Force Majeure exists for a period of at least twenty (20) consecutive days, HSCC shall have the right to terminate this Contract by giving two (2) days advance notice to TPIA Agency.

## **15.0 Suspension**

The Owner may at any time and from time to time and for any reason, by written notice to TPI Agency, suspend further performance of the Services. Any notice of suspension shall specify the date of suspension and the estimated duration of the suspension. Upon the date specified in any such notice of suspension, TPI Agency shall promptly suspend further performance of the Services and during the period of such suspension shall properly care for and protect all aspects of Services in progress and all property of HSCC which is subject to the supervision of TPI Agency in whatever state. The TPI Agency shall promptly deliver to HSCC details of all such Services in progress and all such property under protection of TPI Agency. HSCC may at any time terminate the suspension by written notice to TPIA Agency specifying the effective date of termination. HSCC may also at any time issue a notice to resume the services and TPIA Agency shall within 5 working days upon receipt of notice from HSCC for resumption of work resume performance of its obligations pursuant to this Agreement. The TPIA Agency shall not be entitled to any extension of time or any cost escalation or compensation in case such suspension is solely attributable to a default or act or omission of the TPIA Agency.

## **16.0 Arbitration**

The Parties shall use their best efforts to resolve all differences and disputes arising out of or in connection with the this document or contract including any question regarding its existence, validity or termination, or breach thereof, amicably and in good faith through mutual discussions within 30 days of occurrence of such difference or dispute, failing which such difference or dispute shall be finally determined by arbitration as provided below. In case of any dispute or difference arising between the parties hereto as regards interpretation, implementation, spirit and intention of any of the terms, conditions or provisions herein, the same shall be referred to the Arbitration to be carried out under the Arbitration & Conciliation Act, 1996. HSCC and TPI Agency shall appoint one arbitrator each. The two arbitrators so appointed shall jointly appoint a third arbitrator. The decision of the arbitrators so appointed shall be final and binding upon the concerned parties. In the event of the failure by any party to appoint an arbitrator within 30 days from the date of receipt of the notice from the other party/ or failure by the two arbitrator appointed by the parties to appoint the third arbitrator within a period of 30 days, such arbitrator /(s) shall be appointed by the High court . The language of Arbitration shall be English.

The venue shall be New Delhi only. The decision of such Arbitral Tribunal shall be final and binding on both parties. During the pendency of the arbitration, obligations of both the parties under the contract agreement shall be in force. The provisions of this Clause shall survive termination or expiry of the Contract.

## **17.0 Assignment**

TPIA Agency shall not assign any right or interest under the Contract or delegate & sub-contract any services or other obligations to be performed by TPIA Agency without prior written consent of HSCC. Any attempted assignment or delegation in contravention of the above shall be void and ineffective unless accepted by HSCC expressly in writing. HSCC has the right to assign this Contract to any person whatsoever without prior consent of TPIA Agency.

## **18.0 Compliance with Legal requirements**

TPIA Agency shall comply with all Applicable laws as applicable from time to time including but not limited to employment and workers, providing Services in relation to the Project, social security, competition, Intellectual Property rights , health hazards, and taxes. TPIA Agency agrees to defend, indemnify and hold harmless HSCC for any losses, damage, penalty, fine or liability sustained by HSCC due to TPIA Agency's negligence, ignorance, default or failure to perform Services in accordance with the Applicable Laws or the prescribed professional standard.

Further the TPIA Agency shall provide to the HSCC or the Statutory Authorities upon demand evidence of such compliance etc of all the Applicable Laws and the prescribed professional standards.

## **19.0 Indemnification**

The TPIA Agency shall fully indemnify, save harmless the HSCC/AIIMS from and against any claims arising out of or in connection with the Contract or other obligations hereunder directly or indirectly associated herewith and/or arising from all claim, demand, losses, liability, action, proceedings, cost or expense of every kind and nature relating to such loss or damage with respect to:

- (a) Failure of the TPIA Agency, any Sub-Contractor or any of their respective sub-contractors to comply with Applicable Laws and applicable permits, and Good Industry Practices.
- (b) Failure of the TPIA Agency to perform its obligations in accordance with and as envisaged in the Contract
- (c) Breach of copyright, patent or other intellectual property rights by the TPIA Agency
- (d) Negligence or Willful Misconduct by the TPIA Agency
- (e) personal injury including death or disease to any person employed by TPIA Agency or subcontractor's of TPIA Agency arising from or relating to the performance of the Contract;
- (f) personal injury including death or disease or loss of or damage to the property of any third party arising from or relating to the performance of Contract except to the extent that any such injury, loss or damage is not caused by the Gross Negligence or Willful Misconduct of HSCC .
- (g) Failure of the TPIA Agency to make payments of taxes relating to the TPIA Agency's or any sub-contractor's income or other taxes required to be paid by the TPIA Agency pursuant to this Contract irrespective of whether they are reimbursable or to be compensated under the terms of this Contract.



In this clause:

1. the term HSCC shall deemed to include its affiliates, contractors, personnel, officers, directors, employees and agents but shall not include TPIA Agency and
2. the term TPIA Agency shall deemed to include all its subcontractors, personnel, officers, directors, employees and agents but shall not include HSCC. The provisions of this Clause and any other provision under this Contract providing for an indemnity to the HSCC shall survive termination of the Contract.

## **20.0 Termination**

### **A . Termination for Convenience:**

HSCC shall have the right to terminate the order by giving 7 days notice to the TPI Agency in writing to that effect without assigning any reason thereof.

### **B. Termination for Default:**

HSCC shall have the right to terminate the services of engineering TPI Agency after giving 7 days notice in writing under the following circumstances:

- Failure of the TPI Agency to undertake work as per schedule
- Lapses in providing services in accordance with the Contract or failure to provide services to the satisfaction of HSCC
- Delay in providing services for reasons solely attributable to the TPI Agency .
- Failure to provide agreed personnel for the assignment
- Unapproved substitution of any personnel on the assignment
- Failure to meet standards and follow Good Industry Practices
- Non-observation of safety rules or misbehaviour / misconduct by TPIA agency or its sub-contractors..
- Material breach of any obligations under Contract by TPIA agency or its sub-contractors..
- Insolvency or bankruptcy

After such termination under A) or B), the HSCC shall pay to TPI Agency only such portion of jobs which have been satisfactorily completed by the agency and approved by HSCC prior to the date of termination subject to the right of the HSCC to deduct any amount due/recoverable from the TPI Agency under provisions of the Contract.

All jobs whether finished or in progress shall be property of HSCC and all drawings, designs, and documents of whatsoever nature in relation to the Project shall be handed over to Owner as prescribed in the Contract. After termination of the contract, the TPI Agency shall vacate the site premises without causing any damage to the facilities.

## **21.0 Alterations and Variations**

No alteration or variation in the contract is valid unless agreed to in writing by both the parties.

## **22.0 Prints, Drawings & Specifications**

The TPI Agency shall furnish to HSCC, prints and editable soft copies of all drawings, specifications, documents, schedules, progress report etc. as per Scope of Services.

## **23.0 Fee & Terms Of Payment**

The HSCC shall pay the TPI Agency for services in accordance with the conditions and details stated in Section Terms of Payment. The price shall be quoted in INR, all invoices should be raised in INR and all the payment would be made by HSCC to the TPI Agency in INR only within 30 days of receipt of HSCC certified invoice from the TPI Agency. The invoice shall be paid only after certification by HSCC .The price for the Services shall remain valid till completion of respective Project.

HSCC shall pay the TPI Agency, after deduction of Tax at source/ withholding tax/other tax, etc. as per the provisions of Income Tax Act 1961. However, while raising invoices, the amount shall be bifurcated to show Service Tax as well as surcharge component separately.

The TPI Agency shall not be entitled to claim any price escalation or compensation for idle time for any reason whatsoever.

## **24.0 Liability**

TPI Agency shall carry out the Services in conformity with Good Industry Practices and prescribed standards of engineering to the satisfaction of HSCC .

- a) The defect liability shall be treated as 12 months beyond commissioning of entire Project.
- b) Notwithstanding anything contained in this Contract, TPI Agency shall be liable to indemnify losses and damages suffered / sustained by HSCC on account of or arising out of any omission or negligence on the part of the TPI Agency , not exceeding 10 % (Ten percent) of the total Contract Price. However, this limitation of liability of 10% is not applicable in any of the following cases:
  - i. Corrective engineering is required on account of reasons attributed to TPI Agency; the TPI Agency shall immediately undertake corrective engineering without any additional cost to the HSCC.
  - ii. The TPI Agency fails to comply with applicable laws, including but not limited to laws relating to taxation, etc.
  - iii. Gross Negligence or Wilful Misconduct by the TPI Agency.
  - iv. Breach of Confidentiality Obligations by TPI Agency.
  - v. Violation of Intellectual property rights by TPI Agency.

### **Consequential & Indirect Damages:**

Notwithstanding anything contained elsewhere in this Contract neither party shall be liable for whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

## **25.0 Confidentiality**

The TPI AGENCY shall use the Confidential Information received from the HSCC, solely for the purpose of performing and carrying out the obligations on his part under the Contract. The TPI Agency shall bind his employees and its sub-contractors who are involved in performance of Services by a suitable Confidentiality agreement.

TPIA agency shall not , at any time, without the written consent of the HSCC, divulge any Confidential Information or permit its Affiliates, officers, employees, agents, advisers or contractors to divulge Confidential Information to any third person (except who require the same to enable them properly to carry out their duties).

Confidential Information shall mean and include the following:

- a) Any of the contents of this document/ Contract including documents, drawings and other data and information of a proprietary nature. B) Any information which it may have or acquired (whether before or after the date of this agreement ) relating to the Business and/or any customers of or suppliers to the business, or otherwise to the business, assets or affairs of the HSCC, c) Any information which, in consequence of the negotiations relating to this document or performing or exercising its rights, obligations and functions under this document, any party may have acquired (whether before or after the date of this agreement ) with respect to the customers, business, assets or affairs of HSCC. If any Confidential Information pertaining to HSCC or the Project is disclosed by the TPI Agency in violation of this document, the TPI Agency, notwithstanding anything contained to the contrary in the document shall indemnify HSCC for all damages, charges, expenses or loss suffered by HSCC.

Secrecy/Confidentiality obligations as mentioned in the Contract shall not be applicable in the following cases where the information:

- a) is already in public knowledge;
- b) is already known to the TPI Agency at the time of its receipt, without violating any terms of this agreement;
- c) is independently developed by the TPI Agency;
- d) is legally required to be disclosed under any judicial order or other Governmental action.

Provided in such case, the TPI Agency shall intimate HSCC of such disclosure at least 7 days before such disclosure.

This Clause shall survive termination of the Contract.

## **26.0 Locations for performing Service**

Depending upon nature of the particular Service and requirements of HSCC, TPI Agency shall be required to perform the Services at various locations and Site as annexed herewith at Ammexure A.

## **27.0 Amendment**

Any amendment or modification in terms and conditions of this Bidding Document/Contract shall not be valid/ binding unless agreed to in writing by both the parties.

## **28.0 Non-Waiver**

No relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

## **29.0 Severability**

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

## **30.0 General**

- a) HSCC shall inform the name & address of the Nodal Officer to whom the TPIA will report about his day to day progress & performance of the assignment.

## **(Scope of Services)**

**HSCC is executing Projects various projects across the India. The details and relevant information about the project is enclosed herewith at Annexure II. The Third Party Inspection Agency is required to provide services on the terms and condition as mentioned in this documents for a professional fee which is to be offered by the “Third Party Inspection Agency” “TPIA” in Bill of quantities/ Payment schedule.**

### **DETAIL SCOPE OF SERVICES – FOR TPI AGENCY (TPIA)**

The brief scope of work for Third Party Inspection Agency (TPIA) shall include, but not limited to the following:

1. The TPIA is required to provide services for carrying out the above work shown in Scope of Work. Normally two visits for inspection per month is stipulated, however in case 3<sup>rd</sup> visit is required in exceptional case no extra charge will be paid.
2. The requisite technical manpower to carry out the inspection shall be arranged by the TPIA, however unskilled labour, if required, shall be provided by the deployed agency & the inspection carried out is to be reported in the prescribed format from time to time as per schedule agreed.
3. All measuring instruments, ladder, tools & tackles and digital cameras etc required for inspection & its transportation to sites are to be arranged by the TPIA at his own cost.
4. The requisite data/information required for the inspection shall be collected by TPIA from HSCC from time to time & the same will be provided to TPIA.
5. The scope broadly defines the quality control of site activities and certification of works being executed as per Tender specification and code requirements.
6. The scope also covers the inspection, checking, certification and review of materials as per the standards in the tenders of contractors appointed by HSCC and National / International standards.
7. 100% Review of NDT / Destructive test if any.
8. Review of all test certificates for material on site as per Tender specification and purchase specifications.
9. 100% visual inspection of all packaged items including fire equipments supplied by Contractor/Vendor in mechanical category and commissioning

10. Inspection at vendor shop if required by HSCC may be considered.
11. Review of all data sheet, drawings, inspection report as build drawing to be carried out by TPIA.
12. Approval of QAP in consultation with HSCC for all site related activities.
13. Certification of operational acceptance tests performed by the contractor.
14. Submission of Quality report on every fortnightly along with photographs & analysis.
15. Visual and dimensional check , Performance test / material testing , Final inspection for quality / quantity as per approved drawing.
16. Collection of samples/testing of materials and recommendation and report the errors / defects noticed with respect to materials and actual execution.
17. Quality assurance and certification.
18. Furnishing work wise and item wise inspection reports with clear recommendation regarding the quality and workmanship of the works.
19. Coordinating monthly meeting with HSCC submitting Power Point Presentation (PPP) of Reports of Works, Test Reports of Materials, & Photos taken during their site inspections, with defects found in works, & up gradation of working systems shall also be suggested for individual works.
20. If the TPIA consider any item of work is substandard or unacceptable he shall inform the HSCC in writing providing full justification there off with all necessary supporting data and also recommend remedial measures to be taken up to set right the defects noticed.
21. The TPIA has to inspect the works on substantial completion before payment of final bill and take care to intimate to the HSCC any outstanding work to be carried by the contractor.
22. The TPIA undertake to carry out the assignment in accordance with the highest standard of profession and ethical competency and integrity, having due regards to the nature and purpose of the assignment and to ensure that the staff assigned to perform the services under this agreement, will conduct themselves in a manner consistent herewith.
23. Random quality checks of Materials including MEP as per contract specifications , & relevant IS Codes.
24. Implementation of Quality Assurance plan being followed by the Contractors.
25. Random testing of materials, checks on various test reports being maintained at site laboratory conducted by the contractor, and provide necessary advice for implementation.

## **Annexure - I**

### **TPI Agency's General Information**

#### **S. No. Details**

1. TPI Agency Name
2. Number of Years in Operation
3. Address of Registered Office
4. Operation Address if different from above
5. Phone Number
6. Fax Number
7. E-mail address
8. Website
9. ISO Certification
10. Banker's Name & Branch
11. Branch Code
12. Bank account number
13. PAN No
14. EPF No.:
15. CST No
16. Local VAT No
17. Excise Registration No.
18. NSIC / SSI Registration No.
19. PF Registration No.
20. Service Tax Registration No.

## **Annexure - II**

### **SUMMARY OF THE PROJECTS AND BRIEF DETAILS THEREOF:**

Sl No.	Name of the Project	Location	Value ( Crores)	Duration of the project
1.	Mother & Child Block	AIIMS, New Delhi	204.44	24 months
2.	OPD Block	AIIMS, New Delhi	293.92	24 months
3.	New Paid Ward Block	AIIMS, New Delhi	89.00	20 Months
4.	Hospital Block	AIIMS, Jhajjar	505.00	27 Months
5.	Residential Block	AIIMS, Jhajjar	312.00	24 Months



## Annexure - III

### STANDARD AGREEMENT FORM

This agreement made this day of -----(Month)----- (Year)-----, between the **HSCC ( India) Limited**, a company incorporated under the Companies Act, 1956 having its Registered Office at **HSCC** Bhawan, Lodhi Road, New Delhi – 110 003 (hereinafter referred to as the “**HSCC**” which expression shall include its administrators, successors, executors and assigns) of the one part

and -----(hereinafter referred to as the “**Third Party Inspection Agency “TPIA” ”** which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the other part.

*WHEREAS, **HSCC**, has desirous of ----- ”(hereinafter referred to as the “PROJECT”) on behalf of the ----- (hereinafter referred to as “Client”) as Project Management Consultant (PMC), had invited tenders as per Tender documents vide NIT No. ----- Date ----- and Corrigendum No. ----- & Amendment No. ---dated ----- uploaded on HSCC’s website for -----.*

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

#### ARTICLE 1.0 – AWARD OF CONTRACT

##### 1.1 SCOPE OF WORK

**HSCC** has awarded the contract to ----- for the work of “Appointment of Third party Quality Inspection agency for various projects under HSCC “as per contract document defined in Article 2.0 below. The award has taken effect from 7th day of issue of aforesaid Letter of Award (LOA). The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the “Contract Documents” referred to in the succeeding Article.

#### ARTICLE 2.0 – CONTRACT DOCUMENTS

2.1 The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as “Contract Documents”).

- a) HSCC’s Notice Inviting Tender vide NIT No. ----- Dated ----- comprising tender document (Section --- to -----).
- b) Corrigendum No. ----- & Amendment No. ----- dated -----.
- c) ----- vide Technical & Financial Bid -----dated -----.
- d) HSCC letter No. ----- dated -----.
- e) ----- clarifications vide letter ----- dated -----.

2.2 HSCC’s Letter of Award ----- dated -----

- 2.3 Minutes of the kick off meeting held on -----.
- 2.4 All the aforesaid contract documents referred to in Para 2.1 to 2.3 above shall form an integral part of this Agreement, in so far as the same or any part thereof column, to the tender documents and what has been specifically agreed to by **HSCC**. Any matter inconsistent therewith, contrary or repugnant thereto or deviations taken by the Consultant in its "TENDER" but not agreed to specifically by **HSCC** in its Letter of Award, shall be deemed to have been withdrawn by the Contractor without any cost implication to **HSCC**. For the sake of brevity, this Agreement along with its aforesaid contract documents and Letter of Award shall be referred to as the "Contract".

### **ARTICLE 3.0 – CONDITIONS & CONVENANTS**

- 3.1 The scope of Contract, Consideration, terms of payments, advance, security deposits, taxes wherever applicable, insurance, agreed time schedule, compensation for delay and all other terms and conditions contained in aforesaid contract documents. The contract shall be duly performed by the Consultant strictly and faithfully in accordance with the terms of this contract.
- 3.2 The scope of work shall also include all such items which are not specifically mentioned in the Contract Documents but which are reasonably implied for the satisfactory completion of the entire scope of work envisaged under this contract unless otherwise specifically excluded from the scope of work in the contract documents.
- 3.3 **Consultant** shall adhere to all requirements stipulated in the Contract documents.
- 3.4 Time is the essence of the Contract and it shall be strictly adhered to. The progress of work shall conform to agreed works schedule/contract documents.
- 3.5 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.
- 3.6 The total Consultancy fee for the entire scope of this contract as detailed in Letter of Award (LOA, which shall be governed by the stipulations of the contract documents.

### **ARTICLE 4.0 – NO WAIVER OF RIGHTS**

- 4.1 Neither the inspection by **HSCC** or the Engineer-in-Charge or Client or any of their officials, employees or agents nor order by **HSCC** or the Engineer-in-charge for payment of money or any payment for or acceptance of, the whole or any part of the work by **HSCC** or the Engineer-in-Charge nor any extension of time nor any possession taken by the Engineer-in-Charge shall operate as waiver of any provisions of the contract, or of any power herein reserved to **HSCC**, or any right to damage herein provided, nor shall any waiver of any breach in the contract be held to be a waiver or any other or subsequent breach.

### **ARTICLE 5.0 – GOVERNING LAW AND JURISDICTION**

- 5.1 The Laws applicable to this contract shall be the laws in force in India and jurisdiction of Delhi Court (s) only.

5.2 Notice of Default

Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto, if delivered against acknowledgment due or by FAX or by registered mail duly addressed to the signatories at the address mentioned herein above.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the Competent Authorities of both the parties) on the day, month and year first above mentioned at -----  
-----

For and on behalf of:  
(-----)

For and on behalf of:

WITNESS: WITNESS:

1.

1.

2.

2.

**Annexure - IV****Bill of Quantities / Payment Schedule**

S.No.	Item	Qty	Unit	Rate (in Rs.)	Amount (In Rs.)
1.	<b>Professional charges for providing Third party inspection services as mention in the Contract documents/ Agreement for the following projects</b>				
	Mother & Child Block	<b>24</b>	<b>Per Visit</b>		
	OPD Block	<b>24</b>	<b>Per Visit</b>		
	New Paid Ward Block	<b>20</b>	<b>Per Visit</b>		
	Hospital Block	<b>30</b>	<b>Per Visit</b>		
	Residential Block	<b>40</b>	<b>Per visit</b>		
	<b>Total Visits</b>	<b>138</b>	<b>Per Visit</b>		
	<b>Add Service tax @ 12.36 %</b>				
	<b>Total</b>				

1. All the above quoted prices shall be valid till the handover of the project to the Client by HSCC.
2. No escalation is payable unless it is specifically mentioned in the contract documents.
3. The quoted fee / prices are inclusive of all taxes, duties, out of pocket expenses like travelling, lodging, boarding, local conveyance etc. However, while raising invoices, the amount shall be bifurcated to show Service Tax as well as surcharge component separately.
4. HSCC shall deduct all necessary taxes from source before making the payment and no further payment / compensation shall be made for such deductions.
5. The above quoted price shall include all cost of TPI Agency's personnel for attending meetings at site for the scope of work till completion of the project.
6. Quantities and name of the projects shown above are approximate and tentative only. Any project can be added or deleted in the list as per the requirement as and when required.

**END OF DOCUMENTS**