

**Dr. Rajendra Prasad Government Medical College
Kangra at Tanda(HP)-176 001**

**Horticulture and Landscaping Works in front
of existing OPD Block at Dr.RPGMC, Kangra
at Tanda (H.P)**

- **Instructions to Bidders**
- **Conditions of Contract**
- **Specifications**

VOLUME - I

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

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Tender No. HSCC/Horticulture/Tanda/2015

**Dr. Rajendra Prasad Government Medical College
Kangra at Tanda (HP)-176 001**

Tender No. HSCC/Horticulture/Tanda/2015

Date: 05.01.2015

NOTICE INVITING TENDER

Bids are invited on behalf of Principal, Dr. Rajendra Prasad Government Medical College, Kangra at Tanda (HP) from eligible contractors/firms for the following works:

NIT No. HSCC/Horticulture/Tanda/2015; **Name of work:** Horticulture and Landscaping Works in front of existing OPD Block at DRPGMC, Tanda; **Estimated Cost :** Rs.20 lakhs; **Earnest Money:** Rs.40,000/-; **Completion Period :** 2 months; **Last date and time of submission of bids :** 23.01.2015 upto 3 PM, **Opening at 3:30 PM**

For details in regards of bid security/EMD, eligibility, purchase and submission of tender document etc., please refer detail advertisement and tender documents made available at HSCC website www.hsccltd.co.in. Prospective bidders are advised to regularly scan through HSCC web site as corrigendum/amendments etc., if any, will be notified on the HSCC web site and separate advertisement will not be made for this.

CGM (Projects & D&E), HSCC (I) Ltd

Dr. Rajendra Prasad Government Medical College Kangra at Tanda (HP)-176 001

Tender No. HSCC/Horticulture/Tanda/2015

Date: 05.01.2014

NOTICE INVITING TENDER

Bids are invited on behalf of Principal, Dr. Rajendra Prasad Government Medical College, Kangra at Tanda (HP) from eligible contractors/firms for the following works:

Name & description of work	Estimated cost (Rs.)	Completion period of work	Bid Security (in Rs.)	Sale of Tender	Last Date of Submission & Opening
Horticulture and Landscaping work in front of Existing OPD Block at Dr. Rajendra Prasad Govt. Medical College, Kangra, (HP)	20 Lakhs	02 (Two Months)	Rs. 40,000/-	9.1.15 to 21.1.2015 upto 3:00 PM	23.1.2015 upto 3:00 PM & Opening at 3:30PM.

Complete set of tender documents comprising "Instruction to Bidders, Conditions of Contract and Specifications (Vol.- I)", "Bill Of Quantities (Vol.-II) and Tender Drawing (Vol. III)" has been made available at HSCC website www.hsccltd.com and can be downloaded by interested bidders.

The interested agencies/firms may also check their eligibility for the tender. Interested applicants/firms may see the complete set of tender documents which have been kept at dispatch counter of HSCC Corporate office, at E-6(A), Sector-1, Noida. Contractors/firms may also purchase the complete set of tender documents comprising of Vol. I, II & III in person from the office of HSCC (I) Ltd, Noida on any working day as mentioned above on written request mentioning the name & description of work package wise against a non refundable fee of **Rs.1,000/-** through Cash/demand draft in favour of HSCC (India) Ltd. payable at Noida/ Delhi or download the tender documents from said websites and submit complete set of tender documents (Vol-I , Vol.- II & Vol.-III) along with the tender document fee of **Rs.1000/-** through demand draft and bid security.

However in case of downloading of tender documents from websites it will be the responsibility of applicants/firms to ensure that complete tender documents has been downloaded. The tender document containing Vol.-I & Vol.-II shall be submitted complete in all respect along with requisite amount of bid security in favour of HSCC (India) Ltd , Noida on or before due date and time as mentioned above.

DRPGMC/HSCC 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 web site as corrigendum/amendments etc., if any, will be notified on the HSCC web site and separate advertisement will not be made for this.

CGM (Projects& D&E), HSCC (I) Ltd

HSCC (INDIA) LIMITED
E-6A, BLOCK-E, SECTOR-1, NOIDA, U.P.

SECTION I : INSTRUCTIONS TO BIDDERS

A. General

1.0 Scope of work:

Bids are invited on behalf of Principal , **Dr. Rajendra Prasad Government Medical College, Kangra at Tanda (HP) from eligible contractors/firms** for following work:

Horticulture and Landscaping work in front of Existing OPD Block at Dr. Rajendra Prasad Govt. Medical College, Kangra, (HP). Based on the tender drawing and BOQ, the agency has to prepare detailed landscaping drawings and obtain the approval of the same before execution.

Estimated cost of work: Rs.20.00 Lakhs

1.1 Completion Time **Two (02) Months from the date of Award of work.**

1.2. Minimum Prequalification criteria:

Following is the pre qualification criteria for the tenderers:-

Contractors working with CPWD, Railways, MES, P & T Deptt., State PWD's, Semi Govt. Organizations and Institutes or in reputed private Sector Firms who have:

- (i) Experience of having successfully completed similar works during last seven years ending last day of month previous to the one in which applications are invited should be either of the following:
- a) Three similar completed works consisting not less than the amount equal to 40% of the estimated cost.
or
 - b) Two similar completed works consisting not less than the amount equal to 50% of the estimated cost.
or
 - c) One similar completed works consisting not less than the amount equal to 80% of the estimated cost.
- (ii) **“Similar works”** shall mean **“Any Horticulture and Landscaping work”**.

All tenderers should submit the proof of works executed as above & **“Satisfactory - Performance Certificates”**.

The estimated cost of the works is Rs. 20,00,000/- (Rupees Twenty Lacs only).

2.0 The Employer

Principal, Dr. Rajendra Prasad Govt. Medical College Kangra at Tanda (HP), represented by their consultant M/s HSCC (India) Limited (HSCC), A Government of India Enterprise, having its registered office at 205, Plot East end Apartment, Delhi-110091 and **Corporate office at Plot No. 6(A), Block-E, Sector -1, Noida, Distt. Gautam Budh Nagar (UP)** will enter into the agreement with the chosen contractor for & on behalf of Employer.

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

3.0 Information's to be submitted:

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

1. The Income Tax Return (ITR) for the last three year, i.e. for FYs 2011-12, 2012-13 & 2013-14 with computation of income duly signed by CA to be provided along with bid.
2. Power of attorney of the signatory of the bid to commit the bidder.
3. Applicant/ firm must submit copy of PAN card.
- 4.. The contractor will indemnify HSCC/DRPGMC/Principle employer/client, as the case may be, against all panel action that may be levied/effected by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority

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

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

3.3 The applicants are advised to visit the site to get first hand information as regards its approach, accessibility, working conditions, site conditions, availability of labour and material etc. and other matters affecting cost and work. All costs incurred in connection with submission of the pre-qualification application shall be borne by the applicant irrespective of the outcome.

3.4 If any information furnished by the applicant is found incorrect at a later stage, applicant shall be liable to be debarred from tendering in HSCC. The department reserves the right to verify the particulars furnished by the applicant independently.

3.5 The competent authority to pre-qualify shall have the power to relax any condition/criterion for pre-qualification if it considers expedient to do so.

3.6.1 Even though the agency meets all the criteria, the Employer / Consultant reserves the right to accept or reject any applicant/disqualify any agency without assigning any reason whatsoever.

3.6.2 The Employer / Consultant reserves the right to :

- a. Reject or accept any application without assigning any reason or incurring any liability thereof
- b. Cancel the pre-qualification/tender process and reject all applications
- c. Split the works into different packages if required
- d. Amend the scope and value of any contract under this project, in such event the bids will only be called from those pre-qualified applicants who meet the requirements of the contract as amended.

3.6.3 Joint venture companies shall not be allowed to participate in the bid.

4.0 Cost of bidding :

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

5.0 Site visit:

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

B. Bidding Documents

6.0 Content of bidding documents:

The set of bidding documents comprises the documents listed below:

Instructions to Bidder, Conditions of contract, Technical specifications & Bill of Quantities, amendments if any

7.0 Clarification of bidding documents :

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

8.0 Amendment of bidding Documents :

8.1 Before the deadline for submission of bids, the Engineer may modify the bidding documents by issuing addenda.

8.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents.

8.3 To give prospective bidders reasonable time to take an addendum into account in preparing their bids, the Engineer shall extend as necessary, the deadline for submission of bids in accordance

with Sub-Clause 16.2.

C. Preparation of Bids

9.0 Language of bid:

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

10.0 Documents comprising the bid:

The bid submitted by the bidder shall comprise the following :

- (a) Bid Security
- (b) Instruction to Bidders, Conditions of Contract & Specifications (Vol I)
- (c) Bill of Quantities (Vol II)
- (f) Documents mentioned in 6.0 above.

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

11.0 Bid prices:

11.1 The bidder shall fill the rates against each item of BOQ both in words and figures.

11.2.1 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause shall be included in the rates, prices, and total amount of bid submitted by the bidder. The evaluation and comparison of bids by the Employer shall be made accordingly.

11.2.2 The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

12.0 Currencies of bid and payment :

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

13.0 Bid validity :

13.1 Bids shall remain valid for a period of 90 days after the deadline for bid submission specified in Clause 16.

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

14.0 Bid security:

14.1 The bidder shall furnish, as part of his bid, a security amount of Rs. 40,000/- (Forty Thousand only)

14.2 The bid security shall be in the form of a "Demand Draft" from a Nationalised/ Scheduled bank

in favour of HSCC (I) Ltd., Plot-6(A), Block-E, Sector-I, NOIDA, UP-201 301 payable at Noida/ Delhi.

- 14.3 Any bid not accompanied by an acceptable bid security shall be rejected.
- 14.4 The bid security of unsuccessful bidders will be returned within 28 days of the end of the bid validity period specified in Sub-Clause 13.1.
- 14.5 The bid security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required performance security.
- 14.6 The bid security will be forfeited:
- (a) if the bidder withdraws his bid during the period of bid validity;
 - (b) if the bidder does not accept the correction of his bid price, pursuant to Clause 23; or
 - (c) in the case of a successful bidder, if he fails within the specified time limit to :
 - (i) sign the Agreement ; or
 - (ii) furnish the required performance security.
- 14.7 No interest will be payable on the bid security amount cited above.

15.0 Sealing, marking and submission of bid :

- 15.1 The bid shall be submitted in accordance with the procedure detailed herein. Documents shall be enclosed in separate envelopes of appropriate size each of which shall be sealed.
- (i) Envelope No. 1 shall contain the bid security as indicated in clause 14 of these instructions to bidders.
 - (ii) Envelope No. 2 shall contain the covering letter and original bid document consist of Instruction to Bidders, Conditions of Contract & Specifications (**Vol. - I**), duly signed and stamped and the other bid documents required as indicated at **Clause 3.1**.
 - (iii) Envelope No. 3 shall contain only the bill of quantities (**Vol. - II**) and rates/prices duly filled in and signed and stamped without any conditions whatsoever. Bids containing any conditions in Envelope no. 3 are liable to be summarily rejected.

The Contractor must fill up price against each item of BOQ (Volume II) both in words and figures in the blank spaces provided in the respective columns.

- (a.) In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

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.

Use of correcting fluid, any where in tender documents is not permitted. Such tender is liable for rejection.

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

15.2 The bidder shall seal the bid.

15.3 All the three envelopes shall be sealed and enclosed in an envelope and addressed to the “**Chief General Manager (Projects& D&E)**”, HSCC (India) Ltd, Plot No. 6(A), Block-E, Sector 1, Noida, Distt. Gautam Budh Nagar, Uttar Pradesh, Pin – 201 301.

15.4 All the above envelope shall bear the following identification.

Name of work: - “Horticulture and Landscap works in front of existing OPD Block of Dr. Rajendra Prasad Govt. Medical College, Kangra at Tanda (HP)

15.5 All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened, if required.

15.6 All recipients for the purpose of submitting a bid, shall treat the contents of the documents as private and confidential.

16.0 Deadline for submission of bids :

16.1 Bids must be received by the Engineer at the address specified above not later than 15:00 hrs. of the designated date.

16.2 The Engineer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 8, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

17.0 Late bids:

Any bid received by the Engineer after the deadline prescribed in Clause 16.0 will be returned unopened to the bidder.

18.0 Modification and withdrawal of bids:

18.1 The bidder may modify or withdraw his bid by giving notice in writing before the deadline prescribed in Clause 16.

18.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 15, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.

18.3 No bid may be modified after the deadline for submission of bids.

18.4 Withdrawal of bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in the Form of Bid may result in the forfeiture of the bid security

pursuant to Clause 14.

D. Tender Opening and Evaluation

19.0 Bid opening :

19.1 Bids shall be opened in the office of H SCC (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 bidders 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 parties who do not accept the conditions laid down in the bid documents may be rejected.

Envelope No. 3: Shall contain the sealed price bid. 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.

19.2 The Engineer will examine the bids to determine whether they are complete, whether the requisite bid securities have been furnished, whether the bids have been properly signed and whether the bids are generally in order.

19.3 Telegraphic/ fax offer will be treated as defective/ invalid and rejected. Only detailed complete bids received prior to the closing time and date will be taken as valid.

19.4 The bidders names, general technical details, the presence of the requisite bid security and such other details as the Engineer, at his discretion may consider appropriate will be announced at the bid opening.

19.5 Only summary of prices quoted by the Bidders will be read out.

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

20.0 Process to be confidential:

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

21.1 Clarification of bids :

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

22.0 Examination of bids and determination of responsiveness:

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

23.0 Correction of errors:

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

24.0 Currency for bid evaluation :

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

25.0 Evaluation and comparison of bids :

- 25.1 The Engineer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 22.
- 25.2 In evaluating the bids, the Engineer will determine for each bid the Evaluated Bid Price by adjusting the Bid Price after making any correction for errors pursuant to Clause 23.
- 25.3 **Comprehensive Maintenance Contract:** The bidder must quote cost of Comprehensive Maintenance Contract (CMC) for 5 years after completion of the defect liability period in Part B of the BOQ. The sum total of the prices quoted for Part A and Part B of Bill of Quantities shall be taken for evaluation of the Bids.

Principal Employer reserve the rights to enter into Annual Comprehensive maintenance contract between Principal employer and the contractor for the period as required after completion of defect liability period. The Comprehensive maintenance contract services shall be inclusive of all manpower, cost of manure, accessories etc.

E. Award of Contract

26.0 Award Criteria:

- 26.1 Subject to Clause 27, the Engineer on behalf of the Employer intends to award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the Lowest Evaluated Bid Price.
- 26.2 The Principal Employer reserve the rights to enter into Annual Comprehensive maintenance contract between Principal employer and the contractor for the period as required after completion of defect liability period. The Comprehensive maintenance contract services shall be inclusive of all manpower, cost of manure, accessories etc. The Principal employer further reserves the right to award any subsequent CMC contract during any / balance period of CMC as provided in the contract.

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

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

28.0 Notification of award:

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

29.0 Performance Security:

Deleted

Section 2. Conditions of Contract

A. General

1.0 Definitions :

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

“Employer”/“Principal Employer” means Principal, Dr.Rajendra Prasad Govt. Medical College, Kangra at Tanda (HP)

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

The Activity Schedule is a schedule of the activities comprising the execution of of the Works.

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

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

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

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

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

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

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

Days are calendar days; months are calendar months.

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

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

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

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

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

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

chemical function.

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

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

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

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

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

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

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

2.0 Interpretation :

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

3.0 Language and law :

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

4.0 Engineer's decisions :

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

5.0 Delegation :

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

6.0 Communications :

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

7.0 Sub-Contracting : Deleted

8.0 Other Contractors :

Deleted.

9.0 Personnel :

Deleted

10.0 Removal of personnel

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

11.0 Contractor's risks :

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

Excepted Risks are :

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

12.0 Insurance: Deleted

13.0 Indemnities :

13.1 The Contractor is liable for and indemnifies the Employer against losses, expenses and claims for loss or damage to physical property, personal injury, and death caused by his own acts or omissions.

13.2 The Contractor indemnifies the Employer against claims for damage caused by the movement of his Equipment or Temporary Works outside the Site.

14.0 Site Investigation report :

Deleted

15.0 Queries about the contract data :

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

16.0 Contractor to execute the works :

The Contractor is to execute the works in accordance with the Specification and contract.

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

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

18.0 Approval of samples of all the BOQ items and materials to be taken from client before manufacturing. All material shall be of reputed and standard makes. However, all makes of material to be got approved and decided by Engineer before manufacturing

19.0 Safety :

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

20.0 Discoveries :

Deleted.

21.0 Possession of the site :

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

22.0 Access to the site :

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

23.0 Instructions :

The Contractor shall carry out all instructions of the Engineer.

24.0 Procedure for disputes :

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

the execution of the works, whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the contract, it shall, in the first place, be referred to and settled by the Engineer who shall, within a period of ninety days after being requested by either party to do so, give written notice of his decision to the Employer and the Contractor. Subject to arbitration, as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the Employer and the Contractor and shall forthwith be given effect to by the Employer and by the Contractor, who shall proceed with the execution of the works with due diligence whether he or the Employer requires arbitration or not. If the Engineer has given written notice of his decision to the Employer and the Contractor and no claim to arbitration has been communicated to him by either the Employer or the Contractor within a period of ninety days from receipt of such notice, the said decision shall remain final and binding upon the Employer and the Contractor. If the Engineer shall fail to give notice of his decision, as aforesaid within a period of ninety days after being requested, or if either the Employer or the Contractor be dissatisfied with any such decision, then and in any such

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

B. Time Control

25.0 Program :

- 25.1 The bidder shall submit a Work plan clearly bringing out how the bidder/ contractor proposes to carry out the work taking into the consideration the traffic flow, patient movement etc. to achieve the time schedule.
- 25.2 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for his approval a program showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 25.3 The Contractor is to submit to the Engineer an updated program as required by the Engineer.
- 25.4 The Engineer's approval of the program does not alter the Contractor's obligations. The Contractor may revise the program and submit it to the Engineer again at any time. A revised program is to show the effect of Variations.

26.0 Extension of the intended completion date :

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

27.0 Acceleration :

Deleted

28.0 Delays ordered by the Engineer :

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

Works.

29.0 Management meetings :

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

C. Quality Control

30.0 Identifying defects :

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

31 & 32.0 Technical specifications of CPWD Specifications 2009 shall be followed.

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

33.0 Correction of defects :

33.1 The Engineer is to give notice to the Contractor of any Defects of which he is aware before the end of the Defects Notice Period, which begins at Completion.

33.2 Every time notice of a Defect is given, a Defects Correction Period for the notified defect begins. The Contractor is to correct the notified defect within the Defects Correction Period. The length of the Defects Correction Period is stated in the Contract Data.

33.3 The Contractor is to correct defects which he notices himself before the end of the Defects Notice Period.

33.4 The Engineer is to certify that all Defects have been corrected when all known Defects have been corrected. If the Engineer considers that correction of a Defect is not essential he can request the Contractor to submit a quotation for the corresponding reduction in the Contract Price or an earlier Intended Completion Date or both. If the Engineer accepts the quotation, the corresponding change in the Contract Data is a Variation.

34.0 Uncorrected defects after completion date :

34.1 After completion the Engineer may arrange for a third party to correct a Defect if the contractor has not corrected it within the Defects Correction Period.

34.2 The Engineer is to give the Contractor at least 28 days notice of his intention to use a third party to correct a Defect. If the Contractor does not correct the Defects himself within this notice period, the Engineer may have the Defect corrected by the third party. The cost of the correction will be deducted from the Contract Price.

D. Cost Control

35.0 Bill of quantities :

- 35.1 The Bill of Quantities is to contain items for the work to be done by the Contractor.
35.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

36.0 Changes in the quantities :

- 36.1 Final work done shall exceed to any extent item wise as well as total work value wise.
36.2 If requested by the Engineer, the Contractor is to provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

37.0 Variations :

- 37.1 The Contractor has to carryout the work at the same rate, terms & Condition even if the final cost of work exceeds by more than 50 percent.
37.2 The Extra items are to be executed only when if it required on writing by the engineer for whom the contractor has to submit the request in writing along with analysis of the rates of any such items and the rates will be worked out based on the CPWD norms/DAR. Incase the Item is not available in the DSR/DAR or in case of any dispute, the same will be derived from the existing market rates on actual basis. In case of disagreement on the rates Engineers decision will be final and binding. The Current market rates will be taken to derive the rates based on DAR norms.

38.0 Payments for variations :

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

39.0 Cash flow forecasts :

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

40.0 Payment certificates :

- 40.1 The contractor shall submit to the Engineer monthly statements of the value of the work completed less the cumulative amount certified previously on a printed proforma (prepared at the cost of Contractor).
40.2 The Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
40.3 The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

41.0 Payments :

The Employer is to pay the contractor the amount certified by the Engineer within 30 days of the submission of corrected monthly statement of work done. However, 75% of estimated amount as

determined by Engineer will be made within 10 working days from the date of submission of the bill by the contractor.

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

42.0 Taxes :

Taxes shall be deducted as applicable.

43.0 Cost of Labour :

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

44.0 Retention Amount :

44.1 The Employer is to retain from each payment due to the contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

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

45.0 Liquidated damages :

45.1 If the contractor fails to complete execution of works within the relevant time as specified in the Contract Data / Extended date, the contractor shall pay the employer the relevant sum as stated in the Contract Data as liquidated damages for every day or part of a day which shall elapse between the relevant time of completion and the date stated in Taking over certificate

46.0 Advance payment :

46.1 Deleted.

47.0 Securities :

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

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

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

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

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

48.0 Day works :

48.1 Deleted

49.0 Cost of repairs :

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

E. Finishing the Contract

50.0 Completion :

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

51.0 Taking over :

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

52.0 Final account :

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

53.0 Operating and maintenance manuals :

Deleted.

54. Remedies and Powers due to Default of Contractor :

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

- a) has abandoned the contract, or
- b) without reasonable excuse has failed to commence the work or has suspended the progress of the works for twenty eight(28) days after receiving from the Engineer written notice to proceed, or
- c) has failed to remove materials from the Site or to pull down and replace work twenty eight(28)

days after receiving from the Engineer written notice that the said materials or work had been condemned and rejected by the Engineer under these conditions, or

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

54.2 Valuation at date of forfeiture :

The Engineer shall as soon as may be practicable after any such entry and expulsion by the Employer, fix and determine ex-parte, or by or after reference to the parties, or such investigation or enquiries as he may think fit to make or institute, and shall certify what amount, if any, had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the contractor in respect of work then actually done by him under the contract and the value of any of the said unused or partially used materials, any constructional plant and any Temporary works.

54.3 Payment after forfeiture:

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

55.0 Property:

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

56.0 Frustration:

- 56.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Engineer is to certify that the Contract has been frustrated. The Contractor is to make the Site safe and stop work as quickly as possible after receiving this certificate and is to be paid for all work carried out before receiving it and for any work carried out afterwards to which he was committed.
57. Based on the tender drawing and BOQ, the agency has to prepare detailed landscaping drawings and obtain the approval of the same before execution and the cost of which shall be included in the rates and total amount of bid submitted by the bidder.

Section 3. Contract Data

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

The following documents are also part of the Contract :

	Clause Reference (Conditions of contract)
*The Contractor's Bid and Letter of Acceptance	[1]
*The Instructions to bidder	[1]
*The Conditions of Contract	[1]
*The Technical Specifications	
*The Drawings	
*The Program	[25]
*The Bill of Quantities	[35]
The Engineer is :	Chief General Manger (Projects & D&E) or any other officer nominated from time to time by Chairman Cum Managing Director(CMD) of Hospital Services Consultancy Corporation (I) Ltd. Plot 6(A),Block-E, Sector-1,Noida, Distt. Gautam Budh Nagar, Uttar Pradesh-201301.
*The Start Date is as notified in the letter of Acceptance	
*The Intended Completion Date for the whole work is Sixty days from Date of Award.	[17]
*The Contractor is to submit the program for the works within 7 days of being notified of the acceptance of his bid.	[25]
*The contractor is to submit the updated program at the interval of 15 days	[25.3]
*The Site is located at Dr. RP Govt. Medical College, Kangra, Tanda.	[1]
*The Defects Notice Period is ONE YEAR	[33]
*The Defects Correction Period is 15 days.	[33,34]
*The language of the Contract is English	[3]
*The currency of the contract is the Indian Rupees.	
*The proportion of payments retained is 5%. Limited to 5% of contract value.	[44]
*The liquidated damages for the whole of the work are Rs. 1,000/- per day.	[45]
*Maximum liquidated damages shall be 5% of the contract price.	[45]
*The amounts and currencies of the performance guarantee are	[47]

FORM OF AGREEMENT

This Agreement made the _____ day of _____ 2013 between Principal, Dr. Rajendra Prasad Government Medical college, Kangra Tanda (HP) (hereinafter called "The Employer") represented by M/s HSCC (India) Limited, E-6(A), Sector - 1, Noida (UP) - 201301 who enters into this Agreement of the one part and M/s _____ (hereinafter called "the Contractor") of the other part.

1.1 Whereas the Employer is desirous that certain Works should be executed by the Contractor, viz Horticulture and Landscaping works in front of OPD Block of Dr. Rajendra Prasad Government Medical College at Tanda (HP) and their maintenance during defect liability period ("**the works**") and has accepted a bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

Now this Agreement witnesseth of follows :

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz :
 - (a) The Letter of Acceptance ;
 - (b) The said bid ;
 - (c) The Instructions to bidders ;
 - (d) The Conditions of Contract ;
 - (e) The Technical Specifications ;
 - (f) The Drawings (if any) ;
 - (g) The Priced Bill of Quantities ;
 - (h) Any other relevant documents referred to this Agreement or in the aforementioned documents
3. In consideration of the payments to be made by the Employer to the Contractor as herein after mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

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

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

Signed, Sealed, and Delivered by the Said _____

Binding Signature of [HSCC] on behalf of Principal, Dr. Rajendra Prasad Government Medical college, Kangra Tanda (HP)

Binding Signature of Contractor _____

in the presence of

Witness (1) :

Witness (2) :

END OF VOLUME - I