NOTICE INVITING TENDER

Tender for Construction of Super Speciality Hospital for Govt. Rajaji Medical College, Madurai, Tamil Nadu – Construction & Providing of Storm Water Drainage, Rain Water Harvesting, Internal Roads and Compound Wall.

Engineering Projects (India) Ltd invites the sealed percentage rate tenders on behalf of HLL Healthcare Limited, a PMC engaged by the Ministry of Health & Family Welfare, Govt. of India as per the brief particulars of scope for the Construction of Super Specialty Hospital for Govt. Rajaji Medical College, Madurai, Tamil Nadu in two bids (Technocommercial-Envelope1 and Price bid-Envelope-2, Both the envelopes shall be kept in a Third envelope) from well equipped, experienced, financially sound, interested Contractors / eligible Firms for the following works:-

<table>
<thead>
<tr>
<th>Package</th>
<th>Name of Work</th>
<th>Estimated Cost</th>
<th>Earnest Money</th>
<th>Completion Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Construction of Super Speciality Hospital for Govt. Rajaji Medical College, Madurai, Tamil Nadu – Construction &amp; Providing of Storm Water Drainage, Rain Water Harvesting, Internal Roads and Compound Wall.</td>
<td>Rs. 1,37,90,316.00 (Rupees One Crore Thirty Seven Lakhs Ninety Thousand Three Hundred Sixteen Only)</td>
<td>Rs. 2,75,806.00 (Rupees Two Lakh Seventy Five Thousand Eight Hundred Six Only)</td>
<td>6 (Six) Months</td>
</tr>
</tbody>
</table>

1.0 The brief scope of work in this tender shall include (but not limited to) Construction and providing Storm Water drainage, Rain Water Harvesting, Internal Roads and Compound wall as per designs and drawings and
maintenance upto Defect Liability Period for Govt. Rajaji Medical College, Madurai, Tamil Nadu. The detailed scope of work is given in the tender documents.

Time schedule of Tender activities:


(ii) Last Date & Time of submission of Tenders: On or before 23.12.2014 - up to 3.00 PM

(iii) Date & Time of opening tender (Techno-Commercial Bid): 23.12.2014 at 4.00 PM

1. Contractors who fulfill the following basic qualifying requirements are eligible to participate in the tender.

   a) Contractor should have executed **Civil works** during the last 5 years ending 31.03.2013 as given below.

      One (01) similar completed work valuing at least 60% of the estimated cost put to tender.  
      **OR**
      Two (02) similar completed works valuing at least 50% of the estimated cost put to tender. 
      **OR**
      Three (03) similar completed works valuing at least 40% of the estimated cost put to tender.

   b) Should have a valid PAN (Permanent Account Number of Income Tax)

   c) It is desirable to have valid PF Registration No. & Tamilnadu VAT Registration No.. In case, the parties do not have PF Registration No. & Tamilnadu VAT Registration No. then they will have to give undertaking that they will obtain PF Registration No. & VAT Registration No. within one month of award of work or before release of payment against 1st RA Bill.

   d) Tenderers have to confirm whether they are registered under MSME Act or not, if so, relevant copy of the registration letter is to be attached in Envelope-1

2. The experience certificates issued by Government Organizations / Semi Government Organizations / State Government / Public Works Department / Central Government / Public Sector Undertakings / Autonomous Bodies / Municipal Bodies / Public Limited Companies listed on BSE / NSE and private party shall be accepted for assessing the eligibility of the tenderer. Certificates issued by Public Limited Company & **private party** must be supported by TDS certificates / Turnover Certificate from Chartered Accountant in support of value of work done by the tenderer.

   Even though an applicant/ bidder may satisfy the eligibility criteria, EPI reserves the right to reject the tender document if
the applicant’s has record of poor performance such as abandoning work, not properly completing the work, delay in completion of work, poor quality of work, financial failure / weakness etc.

3.0 Tender documents comprising of the following are available on the website of EPI: www.epi.gov.in & CPP Portal:

www.eprocure.gov.in

(i) Notice Inviting Tender
(ii) Instruction to Tenderers and General Conditions of Contract (GCC) of EPI. This can be downloaded from EPI website at www.epi.gov.in > Tenders > GCC signed & submit along with the tender, Addendum to Instruction to Tenderers, Memorandum, Form of Bid, Letter of Undertaking, – (Vol-I).
(iv) Price Bid containing Summary Sheet, Bill of Quantities - (Vol-III).

4.0 The complete tender documents are available on the website and the same can be downloaded by the intending bidders directly from EPI website www.epi.gov.in & CPP Portal: www.eprocure.gov.in.The tender fees of Rs. 2000.00 (Rupees Two Thousand only) (Non-Refundable) by the crossed Demand Draft favoring Engineering Projects (India) Ltd.” payable at Chennai shall be submitted by the bidder along with their bid in Envelope-1.Relevant experience certificates and other documents as mentioned above Cl 1.0(a) to 1.0 (f) duly attested by the Gazetted Officer not below the rank of Executive Engineer or equivalent or Notary Public fulfilling the qualifying criteria shall be enclosed in Envelope-1. Completion certificates from the clients shall be in the name of the company who is submitting the tender .The Contractor has to produce original documents for the verification as and when demanded. The tender of any tenderer shall be rejected if in the detailed scrutiny, documents submitted along with the tender are found to be unsatisfactory/forged. The decision of EPI in this regard shall be final and the binding the tenderer.

5.0 Alternatively tender documents can also be purchased from the Office of Executive Director, Southern Regional Office, Engineering Projects (India) Ltd, 3D, EC Chambers, 92 G N Chetty Road, T Nagar, Chennai from 11.00 AM to 04.00 PM on all Working days (Monday to Friday) except public holidays, on request of letter along with the tender fees of Rs. 2,000.00 (Rupees Two Thousand only)(Non-Refundable) by crossed Demand Draft favoring “Engineering Projects (India) Ltd.” payable at Chennai and relevant experience certificates and other documents duly attested as mentioned at Para-2 above .The Contractor has to produce original documents for the verification at the time of purchase of Tender Documents. Issuance of Tender Documents to any tenderer shall, however, not construe that the tenderer is considered to be qualified for the tender work and the same may be rejected if on detailed scrutiny, the documents submitted along with the tender are found to be unsatisfactory/forged.
6.0 All tenders shall be accompanied by the Earnest Money Deposit (EMD) of Rs. 2,75,806.00 (Rupees Two Lakh Seventy Five Thousand Eight Hundred Six Only). This can be either in the form of Crossed Demand Draft or Pay Order of any Nationalized Bank/Scheduled Bank for the full amount of EMD payable Favoring “Engineering Projects (India) Ltd.”, payable at Chennai or in the form of Bank Guarantee of any Nationalized Bank/Scheduled Banks, in accordance with the prescribed Performa, favoring “Engineering Projects (India) Ltd.” The EMD shall be valid for minimum period of 150 days (one hundred fifty) from the last day of submission of tender. Tenders submitted without EMD or adequate amount of EMD shall be rejected.

7.0 The Terms & Conditions contained in this NIT and tender documents shall be applicable. In case of any unscheduled holiday taken place on the last day of issue of tender / submission of tender, the next working day will be treated as scheduled day and time for issue/submission of Tender.

8.0 EPI reserves the right to accept any tender or reject any or all tenders or annul this tendering process without assigning any reason and liability whatsoever and to re-invite the tender at its sole discretion.

9.0 The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the EPI’s website / CPP portal. The bidders are required to check EPI’s website/CPP Portal regularly for this purpose, to take into account before submission of tender. All Corrigendum and addendum are to be submitted duly signed & stamped. All bidders are advised to check especially EPI website www.epi.gov.in regularly.

10.0 The price bid of those bidders whose bid has been technically accepted on the basis of documents submitted shall be opened with prior intimation to them. However, it is made clear that the offer of the L-1 bidders shall be accepted subject to the confirmation of authentically of the PQ documents/BG from the concerned department/bank.

11.0 Tender documents shall be issued by and submitted to:

General Manager
Engineering Projects (India) Ltd.
3D, EC Chambers,
92, G N Chetty Road,
T Nagar, Chennai - 600017

Tel. No. – 044-28156421
Fax No. – 044-28156629
ENGINEERING PROJECTS (INDIA) LIMITED
(A Govt. of India Enterprise)
INSTRUCTIONS TO TENDERERS

1.0 MODE OF SUBMISSION

The Tender is to be submitted in two separate sealed covers marked as under:

ENVELOPE-1 :-

This ENVELOPE shall contain the following:

i) Earnest Money Deposit as per clause 2.0 of ‘Instructions to Tenderers’ (ITT).

ii) Letter of Undertaking for un-conditional acceptance of the tender conditions as per proforma given in ITT.

iii) Pre-Qualification Documents and Credentials as per clause 19.0 of ITT.

iv) Volume-I (ITT, General Conditions of Contract), Volume-II (Notice Inviting Tender, Additional Conditions of Contract, Specifications, Drawings) and Corrigendum/ Addendum, if any, duly filled in, signed and stamped on each page by tenderer. Cutting or over-writing, if any, shall be signed and stamped by the person signing the Tender. All pro-forma forming part of Tender Documents shall be filled in, signed and stamped by the tenderer.

v) Copy of power of attorney / partnership deed, duly attested by Notary Public authorizing the person who signs the Tender. vi) Any other information as required to be submitted along-with the Tender.

This envelope shall be marked as:

ENVELOPE-1 “TECHNO-COMMERCIAL BID” FOR (Name of work as mentioned in “Notice Inviting Tender”)

NIT No. : _____________________________
DUE ON : _____________________________
FROM : (Name of the Contractor)

ENVELOPE – 2 :-
This ENVELOPE shall contain only the Volume-III comprising of PRICE-BID.

This envelope shall be marked as:

ENVELOPE-2 : ‘PRICE-BID’ FOR (Name of Work as mentioned in “Notice Inviting Tender”)

NIT No. : _____________________________
DUE ON : _____________________________
FROM : (Name of the Contractor)
Both the envelopes / packets shall be individually sealed and kept in an outer
envelope marked as:

TENDER FOR (Name of Work as mentioned in “Notice Inviting Tender”)
NIT No. : ________________________________
DUE ON : ________________________________
FROM : (Name of the Contractor)

The outer envelope shall be duly sealed and shall be delivered at place of submission of Tender by the date and time fixed for receipt of Tender as mentioned in “Notice Inviting Tender”. The Tenders received after the date and time of Tender receipt shall not be considered and shall be returned to the tenderer unopened. EPI shall not be responsible for any postal or other delays, whatsoever and tenderer should take care to ensure the submission of Tender at place of receipt of Tender by due date and time fixed for Tender receipt. All the envelopes shall be addressed to the authority who has invited the Tender as mentioned in “Notice Inviting Tender”.

1.1 First the Envelope-1 of the tenderer shall be opened. Tenderers who unconditionally accept the tender conditions, deposit the required Earnest Money and whose Techno-Commercial Bid along with PQ Documents is found suitable shall be considered for the opening of their Price Bid and Envelope-2 of such tenderers shall only be opened. The Tenders not accompanied by requisite Earnest Money and / or not conveying un-conditional acceptance of tender conditions or whose Techno-Commercial Bid and PQ Documents are not found suitable, shall be rejected and such tenderer shall not be allowed to attend Price Bid opening i.e. opening of Envelope-2.

1.2 Once the tenderer has given an unconditional acceptance to the tender conditions in its entirety, he is not permitted to put any remark(s) / condition(s) (except unconditional rebate on price, if any) in / along with the ‘Price-Bid’ / Tender.

1.3 In case the condition 1.2 mentioned above is found violated at any time after opening of Tender, the Tender shall be summarily rejected and EPI shall, without prejudice to any other right or remedy, be at liberty to forfeit the full said Earnest Money absolutely.

2.0 EARNEST MONEY DEPOSIT

Earnest Money Deposit of amount as mentioned in “NIT/ITT/Memorandum” to “Form of Tender” required to be submitted alongwith the Tender shall be in the form of Demand Draft payable at place as mentioned in “NIT/ITT” in favour of EPI Limited from any Nationalized / Scheduled Bank or in the form of Bank Guarantee from any Nationalized / Scheduled Bank in enclosed format. The EMD Bank Guarantee shall be valid for a minimum period of 150 (One Hundred Fifty) days from last day of submission of Tender. The EMD shall be governed by Clause 7.0 of General Conditions of Contract.
3.0 EPI reserves the right to reject any or all the Tenders in part or full without assigning any reason whatsoever thereof. EPI does not bind themselves to accept the lowest Tender. EPI reserves the right to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The Contractor is bound to accept the portion of work as offered by EPI after split up at the quoted / negotiated rates.

4.1 FOR ITEM RATE TENDERS

4.1.1 The tenderers should quote the rates for items tendered by them in figures as well as in words and the amounts in figures only. The amount for each item should be worked out and the requisite totals and page totals given.

4.1.2 All corrections/cuttings should be signed by the tenderer. Each page of the Tender should be signed by the tenderer. In the event of discrepancy between rate in figures and words the rate quoted in words shall be treated as correct. In case there is discrepancy between rate and amount worked out, the rate quoted shall be taken as correct and not the amount.

4.1.3 Price shall be entered against each item in Bill of Quantities where quantities or LS (lump-sump) has been mentioned. The cost of item against which the Contractor has failed to enter a rate or price shall be deemed to be covered by rates and prices of other items in the Bill of Quantities and no payment shall be made for the quantities executed for items against which rate has not been quoted by Contractor. No rate is to be quoted against items for which no quantity is given. However, the Contractor has to quote rate against “LS” items.

4.2 FOR PERCENTAGE RATE TENDERS

4.2.1. In case of Percentage Rate Tenders, tenderer shall fill up in the Schedule / Bill of Quantities, percentage Below/Above/Par (in figures as well as in words) to total estimated cost given in Schedule / Bill of Quantities, he will be willing to execute the work. The tenderer should quote a unique single percentage plus / minus over the total estimated amount given in Schedule / Bill of Quantities. In case more than one schedule is given, stipulating quoting of separate percentages (plus or minus) over the estimated amount of each schedule, the tenderer can quote separate percentages for each such schedule. Under no circumstances, tenderer is allowed to quote separate percentages for individual items, trades or group of items. In case tenderer quotes separate percentages for individual items, trades or group of items instead of to the total amount of schedule(s), the Tender shall be rejected and earnest money of the tenderer shall be forfeited in totality.

4.2.2 In case of Percentage Rate Tenders, the tenderer shall also work out the total amount of his offer after adding percentage (plus or minus) over the total schedule amount and the same should be written in figures as well as in words in such a way that no interpolation is possible.

4.2.3 In case of Percentage Rate Tenders, only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the tenderer in Percentage Rate Tender shall be accurately filled in figures and words. All corrections/cuttings should be signed by the tenderer. Each page of the Tender should be signed by the tenderer. In the event of discrepancy between percentage rate in figures and words, the percentage rate quoted in words shall be treated as correct. In case there is discrepancy between percentage rate and amount worked out the percentage rate quoted shall be taken as correct and not the amount. For any other discrepancy, the decision of Tender Scrutiny Committee of EPI shall be final & binding on the tenderer including rejection of Tender and forfeiture of EMD.
5.0 The Tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s)/modification(s) shall be rejected.

6.0 The witnesses to the Tender / Contract Agreement shall be other than the tenderer / tenderers competing for this work and must indicate full name, address, status/occupation with dated signatures.

7.0 The acceptance of Tender will rest with EPI. Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.

8.0 Canvassing whether directly or indirectly in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable to rejection.

9.0 On acceptance of Tender, the name of the accredited representative(s) of the Contractor who would be responsible for taking instructions from Engineer-In-Charge or its authorised representative shall be intimated by the Contractor with in 07 days of issue date of telegram / letter / telex / fax of Intent by EPI.

10.0 The tenderer shall not be permitted to Tender for works if his near relative is posted as an Assistant Manager or any higher ranks in the concerned Regional Office of EPI. The Contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any of the officers in EPI. Any breach of this condition by the tenderer would render him liable to the withdrawal of the work awarded to him and forfeiture of Earnest Money and Security Deposit. This may also debar the Contractor from tendering for future works under EPI.

11.0 No employee of EPI of the rank of Assistant Manager and above is allowed to work as a Contractor or as an employee of a Contractor having interest in EPI for a period of two years after his retirement/relief from the service of EPI, without the prior permission of EPI in writing. This contract is liable to be cancelled if either the Contractor or any of his employee is found at any time to be such a person who had not obtained the permission of EPI as aforesaid before submission of the Tender or engagement in the Contractor’s service.

12.0 The time of completion of the entire work, as contained in contract shall be as mentioned in “Memorandum” to “Form of Tender”, which shall be reckoned from the 10th day from issue of the Letter / Telex / Telegram / Fax of Intent by the EPI.

13.0 The Tender award, execution and completion of work shall be governed by Tender Documents consisting of (but not limited to) Letter of Intent / Letter of work Order, Bill of Quantities, Additional Conditions of Contract, General Conditions of Contract, Specifications, Drawings, etc. The tenderers shall be deemed to have gone through the various conditions and clauses of the Tender and visited the Site and satisfied itself with Site conditions including sub-soil water conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of Contractor will affect his price / rates before quoting their rates. No claim whatsoever against the foregoing shall be entertained by EPI.

14.0 The Drawings given with the Tender Documents are TENDER DRAWINGS and are indicative only.
15.0 Transfer of bid documents purchased by one intending bidder to another is not permissible.

16.0 Tenders must be duly signed with date and sealed. An attested copy of power of attorney/affidavit/Board Resolution executed as under shall accompany the ‘Tender Documents’.

   a) In case of Sole Proprietorship, an affidavit of Sole Proprietorship and if the Tender is signed by any other person Power of Attorney by the Sole Proprietor in favour of signatory.

   b) In case of Partnership firm, if Tender is not signed by all the partners, Power of Attorney in favour of the Partner/person signing the tender/documents by all the partners authorizing him to sign the tender/documents.

   c) In case of Company, copy of the Board Resolution authorizing the signatory to sign on behalf of the Company.

17.0 Tenders with following discrepancies are liable for rejection:-

   a) Tenders with over-written or erased rates, percentages, amounts or rates, percentages not written in both figures and words.

   b) Tender that is incomplete, ambiguous, and not accompanied by the documents asked for or submitted without EMD or with inadequate EMD.

   c) Tender received after specified date/time whether due to postal or other delays.

   d) Tender in respect of which canvassing in any form is resorted to by the tenderer whatsoever.

   e) If the tenderer deliberately gives wrong information in his tender or resorts to unfair methods in creating circumstances for the acceptance of his tender, EPI reserves the right to reject such tender at any stage.

18.0 Submission of a tender by the tenderer implies that he has read the complete contract documents and has made himself aware of the scope, terms & conditions and specifications of the work to be done and of conditions at which stores, tools, plant, etc. will be issued to him by EPI (if any), local conditions and political situations and other factors having bearing on the execution of the works. No claim of Contractor whatsoever, within the purview of this clause, shall be entertained at any stage of the project.

19.0 Tenderer shall submit the following documents along with their Tenders in the first envelope (Techno-Commercial Bid) :-

   a) List of works executed during the last 5 years indicating name of the Client, value, date of start and completion.

   b) List of works under execution indicating name of the Client, Total Contract Value, Value of balance work in hand, date of start and completion.

   c) Details of similar works executed.

   d) Audited balance sheets and profit and loss accounts alongwith schedules for the last 3 years.

   e) Copy of latest income-tax returns filed along with PAN.
f) Details of manpower available.
g) Details of equipments, tools and plant available.
h) Credentials and completion certificates.
i) Registration Certificate/Memorandum and Articles of Association/Partnership Deed/ Affidavit.
j) Copy of Provident Fund Number allotted by PF authorities.
k) Copy of letters of registration with various authorities like CPWD, State PWD, MES and Public Sector Undertakings, etc.
l) Latest Solvency certificate from Nationalised/Scheduled Bank.
m) Latest Sales Tax Registration and Clearance Certificate.
n) Any other document as stipulated above and in ‘Tender Documents’

20. Purchase Preference may be granted to the Central Public Sector Enterprises as per the applicable guidelines in force in this regard issued by the Government of India.
LETTER OF UNDERTAKING
(TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD)

The General Manager
ENGINEERING PROJECTS (INDIA) LIMITED
3D, East Coast Chambers,
92, G N Chetty Road,
T Nagar, Chennai-600017

Ref.: Construction of Super Speciality Hospital for Govt. Rajaji Medical College, Madurai, Tamil Nadu – Construction & Providing of Strom Water Drainage, Rain Water Harvesting, Internal Roads and Compound Wall.

NIT No.: SRO/ MKT/TH/344 dated 10.12.2014

Sir,

UNDERTAKING FOR ACCEPTANCE OF TENDER CONDITIONS

1. The tender documents for the work as mentioned in “Memorandum” to “Form of Tender” have been issued to me / us by ENGINEERING PROJECTS (INDIA) LIMITED and I / We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.

2. The contents of clause 1.2 and 1.3 of the Tender documents (Instructions to Tenderers) have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remark(s) / condition(s) (except unconditional rebate on price, if any) in the ‘Price-Bid’ enclosed in “Envelope-2” and the same has been followed in the present case. In case this provision of the tender is found violated at any time after opening “Envelope-2”, I / We agree that my/our tender shall be summarily rejected and EPI shall, without prejudice to any other right or remedy be at liberty to forfeit the full said Earnest Money absolutely.

3. The required Earnest Money for this work is enclosed herewith.

Yours faithfully,

(Signature of the Tenderer)
Seal of Tenderer

Dated: ___________________
FORM OF TENDER

To,
The General Manager
ENGINEERING PROJECTS (INDIA) LIMITED
3D, East Coast Chambers,
92, G N Chetty Road,
T Nagar, Chennai-600017

Ref.: Construction of Super Speciality Hospital for Govt. Rajaji Medical College, Madurai, Tamil Nadu – Construction & Providing of Storm Water Drainage, Rain Water Harvesting, Internal Roads and Compound Wall.

NIT No.: SRO/ MKT/TH/344 dated 10.12.2014

1. I/We hereby tender for execution of work as mentioned in “Memorandum” to this “Form of Tender” as per tender documents within the time schedule of completion of work as per separately signed and accepted rates in the Bill of Quantities quoted by me/us for the whole work in accordance with the Notice Inviting Tender, Conditions of Contract, Specifications of materials and workmanship, Bill of Quantities Drawings, Time Schedule for completion of jobs, and other documents and papers, all as detailed in tender documents.

2. It is agreed that the time stipulated for jobs and completion of works in all respects and in different stages mentioned in the “Time Schedule for completion of jobs” and signed and accepted by me/us is the essence of the contract. I/We agree that in case of failure on my/our part to strictly observe the time of completion mentioned for jobs and the final completion of works in all respects according to the schedule set out in the said “Time Schedule for completion of jobs” and stipulations contained in the contract, the recovery shall be made from me/us as specified therein. In exceptional circumstances extension of time which shall always be in writing may, however be granted by EPI at its entire discretion for some items, and I/We agree that such extension of time will not be counted for the final completion of work as stipulated in the said “Time schedule of completion of jobs”.

3. I/We agree to pay the Earnest Money, Security Deposit cum Performance Guarantee, Retention Money and accept the terms and conditions as laid down in the Memorandum” to this “Form of Tender”.

4. Should this tender be accepted, I/We agree to abide by and fulfill all terms and conditions referred to above and as contained in tender documents elsewhere and in default thereof, allow EPI to forfeit and pay EPI, or its successors or its authorized nominees such sums of money as are stipulated in the tender documents.

5. I/We hereby pay the earnest money amount as mentioned in the “Memorandum” to this “Form of Tender” in favour of Engineering Projects (India) Limited payable at place as mentioned in the “NIT/ITT”.


6. If I/we fail to commence the work within 10 days of the date of issue of Letter of Intent and / or I/We fail to sign the agreement as per Clause 84 of General Conditions of Contract and/or I/We fail to submit Security Deposit cum Performance Guarantee as per Clause 9.0 & 9.1 of General Conditions of Contract, I/We agree that EPI shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent and to forfeit the said earnest money as specified above.

7. I/We are also enclosing herewith the Letter of Undertaking on the prescribed proforma as referred to in condition of NIT.

Date the __________________________ day of ____________________________

SIGNATURE OF TENDERER _____________________________

NAME (CAPITAL LETTERS):  __________________________

OCCUPATION ______________________________________

ADDRESS _______________________________________

________________________________________

SEAL OF TENDERER


MEMORANDUM
(ENCLOSURE TO FORM OF TENDER)


<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Cl. No.</th>
<th>Values / Description to be applicable for relevant clause(s)</th>
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<tr>
<td>i)</td>
<td>Name of Work</td>
<td></td>
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</tr>
<tr>
<td>ii)</td>
<td>Owner / Client / Employer</td>
<td></td>
<td>Ministry of Health &amp; Family Welfare (Govt. of India) / HLL Lifecare Limited (PMC)</td>
</tr>
<tr>
<td>iii)</td>
<td>Type of Tender</td>
<td></td>
<td>Percentage Basis</td>
</tr>
<tr>
<td>iv)</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>Rs. 2,75,806.00 (Rupees Two Lakh Seventy Five Thousand Eight Hundred Six Only)</td>
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<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs. 1,37,90,316.00 (Rupees One Crore Thirty Seven Lakhs Ninety Thousand Three Hundred Sixteen Only)</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for Completion of Work</td>
<td>NIT</td>
<td>Total work to be completed in 6 months in accordance with the time schedule of completion of work in the tender documents</td>
</tr>
<tr>
<td>vii)</td>
<td>Mobilization Advance</td>
<td>8.0 (GCC)</td>
<td>10% (Ten percent) of Contract Value.</td>
</tr>
<tr>
<td>viii)</td>
<td>Interest Rate on Mobilization Advance</td>
<td>--</td>
<td>SBI PLR Plus 2%.</td>
</tr>
<tr>
<td>ix)</td>
<td>Number of Installments for recovery of Mobilization Advance</td>
<td>--</td>
<td>As per GCC</td>
</tr>
</tbody>
</table>
x) Schedule of Rates applicable  --    NA

xi) Validity of Tender 4.0  (GCC)  90 (Ninety) Days from the date of opening of price bid.

xii) Security Deposit cum Performance Guarantee 9.0  (GCC)  5.00% (five percent only) of contract value within 10 days from the date of issue of telegram / letter / telex / FAX of intent of acceptance of tender.

xiii) Retention Money 11.0  (ACC)  5.00% (five percent only) of the contract amount which shall be deducted in the manner set out in this contract.

xiv) Time allowed for starting the work 43.0  (GCC)  The date of start of contract shall be reckoned 10 days from the date of issue of telegram / letter / telex / FAX of intent of acceptance of tender.

xv) Defect Liability Period 74.0  (GCC)  12 (twelve) Months from the date of taking over of works.

xvi) Arbitration 17.0  (ACC)  Amended

xvii) Jurisdiction 17.3  (ACC)  Courts in Chennai

SIGNATURE OF TENDERER:

NAME (CAPITAL LETTERS): ______________________________________________________

OCCUPATION: _________________________________________________________________

ADDRESS: _________________________________________________________________
ADDITIONAL CONDITIONS OF CONTRACT (ACC)

1.0 The following Additional Conditions of Contract shall be read in conjunction with General Conditions of Contract. If there are any provisions in these Additional Conditions of Contract, which are at variance with the provisions of General Conditions of Contract, the provisions in these Additional Conditions of Contract shall take precedence.

2.0 INTRODUCTION

HLL Healthcare Limited, a PMC engaged by the Ministry of Health & Family Welfare, Govt. of India, intends to undertake the Construction a Super Specialty Hospital for Govt. Rajaji Medical College, Madurai, Tamilnadu. Stipulated date of commencement of work by EPI is 24.02.2014 with completion time 18 months.

3.0 SCOPE OF WORK:

The brief scope of work in this tender shall include (but not limited to) Construction & Providing of Strom Water Drainage, Rain Water Harvesting, Internal Roads and Compound wall & maintenance upto Defect Liability Period as per technical specification & BOQ attached with this tender.

Apart from above, any other services not covered above but required as per direction of EPI are deemed to be included in the scope of work. The work is to be carried out on item rate basis as per bill of quantities and tender conditions and the price quoted by the tenderer shall remain FIRM throughout the tenure of the contract.

4.0 QUALIFICATION OF TENDERERS

To be eligible for this tender the bidders should fulfill the requirements for eligibility as mentioned in the Notice Inviting Tender (NIT) and should submit detailed data and credentials set out of ITT of the Tender. The Tenderers are required to fulfill all the eligibility criteria as stipulated in NIT and elsewhere in the Tender documents. The price bid of tenderers who fulfill the eligibility criteria as per evaluation of EPI shall only be opened. The decision of EPI in this regard shall be final & binding on the tenderers.

5.0 DISQUALIFICATION

The tenderers may note that they are liable to be disqualified and not considered for the opening of Price Bid if;

a) Representation in the forms, statements and attachments submitted in the pre-qualification document are proved to be incorrect, false and misleading.

b) They have record of poor performance during the past 10 (ten) years such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the contractor, inordinate delay in completion, consistent history of litigation / arbitration awarded against the contractor or any of its constituents or financial failures due to bankruptcy etc. in their on going / past projects.
c) They have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the Tender.

d) If the tenderers attempt to influence any member of the selection committee.

EPI reserves its right to take appropriate action including disqualification of tenderer(s) as may be deemed fit and proper by EPI at any time without giving any notice to the contractor in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Tenderers.

6.0 (a) The set of tender documents shall contain one set of hard copy of tender drawings. The original hard copy of tender drawings shall be returned along with the tender documents duly signed and stamped by the tenderer and shall form part of agreement.

(b) The tenderer who have downloaded the tender documents and drawings from EPI’s website shall also submit one set of hard copy of tender documents along with set of tender drawings duly signed and stamped by the tenderer and shall form part of agreement.

7.0 SPECIFICATIONS

i) All works in general are to be carried out in accordance with the CPWD Specifications, BIS codes, handbooks etc. which are detailed in technical specification separately attached with this tender. All items shall be as per approved makes detailed in technical specification attached with this tender.

ii) This contract shall be governed by the Indian Laws for the time being in force. The contract is confidential and must be strictly confined to the purposes of the contract.

iii) The contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the specifications and drawings taken together whether the same may or may not be particularly shown or described therein provided that the same can be reasonably be inferred there from and if the contractor finds any discrepancy in the specifications and drawings and between the drawings, he shall immediately and in writing refer the same to the employer who shall decide which is to be followed.

vii) The work order/LOI will be issued by EPI and handing over of the site and date of commencement of the contract shall be within 10 (ten) days of issue of such letter.

8.0 PRICE ESCALATION

Price escalation is not applicable.

9.0 MOBILIZATION ADVANCE – Mobilization advance up to maximum of amount as mentioned in the “Memorandum” to the “Form of Tender” shall be paid to the Contractor on submission of non-revocable and unconditional Bank Guarantee for an amount equal to 110% of the Mobilization Advance.

10.0 WATER & ELECTRICITY – The required water and electricity to be arranged by the tenderer only.
11.0 **RETENTION MONEY** - Clause no. 10.0 of GCC shall be modified as under:

The retention money shall be deducted from each running bill of the Contractor at 5% (five percent only) of the gross value of the Running Account. The Earnest Money Deposited by the tenderer in the form of Demand Draft will be treated as part of the Retention Money. The Retention Money shall be refunded to the Contactor after expiry of defects liability period or on payment of the amount of the final bill whichever is later.

12.0 **TAXES AND DUTIES** – Sub-clause no. 13.1 of Clause 13.0 of GCC shall be modified as under. Sub-clauses no. 13.2, 13.3, 13.4 & 13.5 of clause no.13.0 stand good.

“The contractor shall be responsible for the payment, wherever payable, at his own cost of all taxes such as excise duty, custom duty, sales tax, including the purchase tax, consignment tax, work contract tax, VAT or any other similar tax in the state concerned, turnover tax, toll tax, octroi charges, royalty, cess, labour cess, professional taxes, levy and other tax (es) or duty (ies) which may be specified by Local / State / Central Government from time to time on all materials, articles which may be used for this work. The rates quoted by him in the Tender in Bill of Quantities shall be inclusive of all such taxes, duties, etc. The imposition of any new and / or increase in the aforesaid taxes, duties, levies (including fresh imposition of work contract tax, turnover tax, sales tax on work contract, VAT or any other similar tax) etc. during the currency of the contract shall be borne by contractor and shall not be paid or reimbursed to the contractor by EPI. In the event of non-payment / default in payment of any octroi, royalty, cess, labour cess, professional taxes, turnover tax, sales tax, including the purchase tax, consignment tax, work contract tax, VAT, or any other similar tax in the state concerned, customs, excise or any other levy / tax including labour dues etc. by contractor, EPI reserves the right to with-hold the dues / payments of contractor and make payment to Local / State / Central Government authorities or to labourers as may be applicable. The contractor should submit along with the Tender Registration Certificates with Sales Tax on works contract authority etc. otherwise appropriate recovery shall be made from his bills. **Service Tax is not applicable for this project**.”

13.0 **SECURED ADVANCE**- No Secured advance will be paid

14.0 **COMPLETION AND TAKING OVER**

As soon as the project is finally completed, the Contractor shall inform EPI and EPI shall in turn inform to HLL Lifecare Limited. HLL Lifecare Limited shall nominate a Board of Officers for checking/ verification of completed work as per the scope of work for final taking over the project.

15.0 A final certificate of rectification of all defects pointed out by the handing over taking over board detailed by HLL Lifecare Limited /EPI and / or during defect liability period shall be obtained from the nominated officer of HLL Lifecare Limited /EPI prior to releasing of the Security deposit by EPI.

16.0 **Clause No. 72.4.1 of GCC stands modified as under** :

Within 10 (Ten) days of date of Letter of Intent, the contractor shall submit a Time and Progress Chart (CPM/PERT/Quantified Bar Chart) and get it approved by the Engineer-in-Charge. The Chart shall be prepared in direct relation to the time stated in the contract documents for completion of items / scope of the works. It shall indicate the forecast (mile
stones) of the dates of commencement and completion of various items trades, sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, to ensure good progress during the execution of the work. The physical report including photographs shall be submitted by the contractor on the prescribed format & the intervals (not later than a month) as decided by the Engineer-in-Charge. The compensation for delay as per clause 72.1 (revised as per ACC) shall be leviable at intermediate stages also, in case the required progress is not achieved to meet the time deadlines of the completion period and / or milestones of time and progress chart provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the tendered value of work.

In case entire work is completed within the total time period of completion or extended period of completion allowed, the compensation for delay due to not achieving progress at intermediates stage, if any, shall be refunded without any interest charges.

17.0 JURISDICTION :

The courts in Chennai alone will have jurisdiction to deal with matters arising from the contract, to the exclusion of all matters.

18.0 PLANT & MACHINERY

All plant & machinery required for execution of work shall have to be arranged by the contractor at his own cost. The contractor has to deploy all the required equipment to complete all the works within stipulated specifications & time period as per contract documents.

The contractor will not be allowed to take out equipments from the site without the written permission of Engineer-in-Charge.

19.0 The final bill will be submitted by the contractor within 90 days from the date of acceptance of completion of work accompanied by the following documents:

a) Completion certificate issued by the Engineer-in-Charge specifying the handing over of the work including list of inventories (fittings & fixtures).
b) Computerized stage wise payment schedule.
c) No claim certificate by the contactor.
d) No claim certificate from the sub-agencies / venders engaged by the contractor.
e) ‘As built’ drawings.
f) Periodical services and measurement books.
g) Drawings for layout of underground cables and details showing location of sluice valves, electric cable joints etc.
h) All operation and maintenance manuals.
i) All statutory approvals from various state / central govt. local bodies, if required for completion & handing over of the work as included in scope of Contractor.
j) Manufacture’s guarantee of various machines / equipments installed as part of works.

20.0 The Tenderers must understand that the items marked in schedule of work are actual items to be executed. Alteration, omission, deduction or addition from / to these items is at the discretion of the employer without effecting the terms of the contract.
21.0 Time of Completion

The entire work as per offer shall be completed within 06 (Six) months from the date of issue of work order. The time of completion is firm and final and supersedes any other time mentioned elsewhere in any clause(s) of tender document.

The period of completion given includes the time required for mobilization and testing as well, rectifications, if any, re-testing and completion in all respects to the entire satisfaction of the Engineer-in-Charge including the monsoon season.

The Contractor shall scrupulously adhere to the targets/program as envisaged in his micro-plan of work program by deploying adequate personnel and construction tools and tackles and he shall also supply all materials of his scope of supply in time to achieve the targets set out.

The Contractor shall give every day a report on category-wise labour and equipment deployed along with the progress of work done on previous day. The progress of work shall be proportionate to completion time.

Time is the essence of this contract and the allotted work must be completed within the specified time. Extension of time may be granted in very exceptional circumstances if the work gets delayed due to the reasons beyond the control of the successful bidder. This clause of extension of time will have precedence over any other similar clauses if they are at variance with this clause. There will be penalty for non-completion of the work in time as indicated elsewhere.

In case the successful bidder i.e. the contractor fails to execute the work as per agreed schedule of progress of work and as per specified quality and/or lags behind in activities required for timely completion of work, as determined by EPI/Client, then EPI shall give 15 days’ notice to the contractor in writing to achieve the specified quality and/or deploy adequate resources to the satisfaction of EPI, for timely completion of work. Upon expiry of the notice period, if the contractor fails to achieve specified quality and/or fails to action for timely completion of work, then EPI shall have option to withdraw the remaining work PARTLY or in FULL from the contractor and get the same executed at the risk and cost of the from alternative agencies with 10% EPI Overheads besides encashment of guarantees submitted by the parties to EPI. The decision of EPI in this regard shall be final and binding on the contractor.

22.0 Clause no. 28.3 of GCC stands Deleted.

23.0 The Contractor shall comply with all the provisions of the following statutory acts or any modifications thereto and the rules made there under from time to time.

- Indian Factories Act 1948
- Payment of Wages Act 1936
- Minimum Wages Act 1948
- Employers Liability Act 1938
- Apprentices Act 1961
- Workmen’s Compensation Act 1923
- Industrial Disputes Act 1947
- The Maternity Benefits Act 1961
- Contract Labour (Regulation and Abolition) Act 1970
- Employment of Children Act 1933
- Provident Funds and Miscellaneous Provisions Act 1952
- The Employee’s Pension Scheme 1995

24.0 The Contractor shall indemnify EPI against any payments to be made as hereunder and for the observance of the provisions of the aforesaid Acts.

Should a report be made by an Inspecting Officer, as defined in the Contract Labour (Regulation and Abolition) Act 1970, EPI shall have the right to deduct from any money due to the Contractor any sum required, or estimated to be required, for making good the loss(es) suffered by a worker or workers by the reason of non-fulfillment of the Conditions of the Contract relating to the benefits of workers, non-payment of wages or of deduction made from their wages which are not justified by the terms of the Contract or non-observance.

25.0 Insurance charges for insurance to be taken by EPI for the project as per contract with Client shall be borne by PARTY in proportion to value amended work. The PARTY shall take insurance cover at its own cost towards Workman Compensation Act for its own workers, employees and for the Plant & Equipment deployed by the PARTY at the project site and shall furnish documentary proof of the same to EPI failing which no payments shall be released to the PARTY against work done. The PARTY shall assist EPI in follow up with insurance company in case of any claim related to PARTY’s scope of work. EPI is not liable to pay any claim of the PARTY if it is not paid by insurance company due to any reasons whatsoever.