NOTICE INVITING TENDER

Tender for Construction Of Super Speciality Hospital For Govt. Rajaji Medical College, Madurai, Tamil Nadu – HT & LT Electrical Installation.

Engineering Projects (India) Ltd invites the sealed Item 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 (Techno commercial–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 - HT &amp; LT Electrical Installation.</td>
<td>Rs. 2,25,30,069.60 (Rupees Two Crore Twenty Five Lakh Thirty Thousand Sixty Nine and Paise Sixty Only)</td>
<td>Rs. 4,50,601.00 (Rupees Four Lakh Fifty Thousand Six hundred one 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) supply, installation, testing, commissioning & maintenance upto Defect Liability Period of HT & LT ELECTRICAL INSTALLATION for Govt. Rajaji Medical College, Madurai, Tamil Nadu. The detailed scope of work is given in the tender documents.
Time schedule of Tender activities:

(i) Date & Time for sale/Downloading of tender documents: 30.01.2015 to 09.02.2015 upto 05:00 PM

(ii) Last Date & Time of submission of Tenders: On or before 10.02.2015 - up to 3.00 PM

(iii) Date & Time of opening tender (Techno-Commercial Bid): 10.02.2015 at 03:30 PM

Contractors who fulfill the following basic qualifying requirements are eligible to participate in this tender. The joint ventures are not accepted.

a) Contractors/ specialized agencies who fulfill the following requirements shall be eligible to apply. The Joint Ventures are not accepted.

The contractor/ specialized agency should have satisfactorily installed and commissioned under their own name at least two similar electrical substations each costing not less than Rupees 1.40 Crore (at least one of them in Central Government/ Central Government Autonomous Bodies/ Central Government PSUs) or one similar electric sub station costing not less than Rs 1.90 Crores during last five years ending last day of the month of July' 2013. Certificate of satisfactory completion/ commissioning and working of the plants with date of completion, value as per final bill paid duly certified by the authorized official not below the rank of Executive Engineer/ Project Manager to be enclosed. They should have a valid electrical license of applicable class issued from the state Govt. of Tamilnadu.

b) The firm should have an established service centre operating in Tamilnadu. They should have a valid electrical license of applicable class issued from the state Govt. of Tamilnadu.

c) Should have a valid PAN (Permanent Account Number of Income Tax) & Service Tax Registration no. It is desirable that the bidder should have valid PF Registration No and VAT Registration No. in the state of Tamil Nadu In case, the parties do not have PF Registration No, VAT Registration No. in the state of Tamil Nadu, the same shall be obtained by successful bidder within one month from the date of LOI or before release of First RA Bill.
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. EPI also reserves the right of accepting the whole or any part of the tender and the bidder shall be bound to perform the same at the rate quoted.

EPI’s empanelled contractors can also participate in the tender provided they fulfill the above qualifying requirements.

2.0 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

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. 2,000.00 (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. 4,50,601.00 (Rupees Four Lakh Fifty Thousand Six hundred one 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](http://www.epi.gov.in) regularly.

10.0 GCC of EPI can be downloaded from EPI’s website [www.epi.gov.in](http://www.epi.gov.in)

11.0 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 authenticity of the PQ documents/BG from the concerned department/bank.
12.0 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
ADDENDUM TO INSTRUCTION TO TENDERERS

1.0 MODE OF SUBMISSION

(a) The Envelope – 1 shall also contain the documents meeting the qualifying criteria mentioned in ‘Notice Inviting Tender’ Clause No. 1.0 (a) to 1.0 (i) in addition to Clause No. 1.0 (i) to (vi) given in Page No. (1) of “INSTRUCTIONS TO TENDERERS”.

(b) The tenderer who shall download the tender documents directly from EPI’s website they have to submit tender fees of Rs. 2,000.00 (Rupees Two Thousand Only) (Non-refundable) by Crossed Demand Draft / Pay Order favouring “Engineering Projects (India) Ltd.”, payable at New Delhi with their bid in Envelope – 1.

2.0 CLAUSE NO. 1.1 OF INSTRUCTION TO TENDERERS as given in Page (2) of INSTRUCTION TO TENDERERS stands amended as below:

First the Envelope – 1 of the tenderer shall be opened. Tenderers who unconditionally accept the tender conditions, deposit the required Earnest Money, who meets the qualifying criteria mentioned in Clause No. 1.0 (a) to 1.0 (i) of NIT, submit tender fees as defined above in Clause 1.0 (b) 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 and / or not meeting the qualifying criteria or whose Techno – Commercial Bid and PQ Documents are not found acceptable, shall be rejected and such tenderer shall not be allowed to attend Price Bid opening i.e. opening of Envelope – 2.
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 – HT & LT Electrical Installation.

NIT No. : SRO/ MKT/TH/368 dated 30.01.2015

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 – HT & LT Electrical Installation.

NIT No. : SRO/ MKT/TH/368 dated 30.01.2015

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”.

Signature of the Bidder with Seal
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)

Ref. : Construction Of Super Speciality Hospital For Govt. Rajaji Medical College, Madurai, Tamil Nadu- HT & LT Electrical Installation.

NIT No. : SRO/MKT/TH/368 dated 30.01.2015

<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>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>Name of Work</td>
<td></td>
<td>Construction of Super Speciality Hospital For Govt. Rajaji Medical College, Madurai, Tamil Nadu – HT &amp; LT Electrical Installation.</td>
</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. 4,50,601/- (Rupees Four Lakhs Fifty Thousand Six Hundred One Only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs. 2,25,30,069.60 (Rupees Two Crores Twenty Five Lakhs Thirty Thousand Sixty Nine and Paise Sixty Only)</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for Completion of Work</td>
<td>NIT</td>
<td>Total work to be completed in 06 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 --

Signature of the Bidder with Seal
<table>
<thead>
<tr>
<th>Clauses</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>xi) Validity of Tender</td>
<td>4.0 (GCC) 90 (Ninety) Days from the date of opening of price bid.</td>
</tr>
<tr>
<td>xii) Security Deposit cum Performance</td>
<td>9.0 (GCC) 5.00% (five percent only) of contract value within 10 days</td>
</tr>
<tr>
<td>Guarantee</td>
<td>from the date of issue of telegram / letter / telex / FAX of intent of</td>
</tr>
<tr>
<td></td>
<td>acceptance of tender.</td>
</tr>
<tr>
<td>xiii) Retention Money</td>
<td>11.0 (ACC) 5.00% (five percent only) of the contract amount which</td>
</tr>
<tr>
<td></td>
<td>shall be deducted in the manner set out in this contract.</td>
</tr>
<tr>
<td>xiv) Time allowed for starting the work</td>
<td>43.0 (GCC) The date of start of contract shall be reckoned 10 days</td>
</tr>
<tr>
<td></td>
<td>from the date of issue of telegram / letter / telex / FAX of intent of</td>
</tr>
<tr>
<td></td>
<td>acceptance of tender.</td>
</tr>
<tr>
<td>xv) Defect Liability Period</td>
<td>74.0 (GCC) 12 (twelve) Months from the date of taking over of works.</td>
</tr>
<tr>
<td>xvi) Arbitration</td>
<td>17.0 (ACC) Amended</td>
</tr>
<tr>
<td>xvii) Jurisdiction</td>
<td>17.3 (ACC) Courts in Chennai</td>
</tr>
</tbody>
</table>

SIGNATURE OF TENDERER:

NAME (CAPITAL LETTERS): ____________________________________________

OCCUPATION: _______________________________________________________

ADDRESS: _________________________________________________________

______________________________________________________________

SEAL OF TENDERER
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) supply, installation, testing, commissioning & annual maintenance upto 05 years after Defect Liability Period of HT and LT Installation System as per technical specification & BOQ attached with this tender. For Sl No. A- HT Distribution Panel, Sl. No. B-Bus Duct & Rising Main & Sl. No. C-DG Set & Synchronizing Panel, EPI shall supply all Panels, DG sets, etc., for Sl.No A, B & C. Contractor scope shall be Erection, testing and commissioning including receiving and unloading of the materials at site, keep under safe custody with them for Sl.No: A, B & C.

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 in Cl 19.0 of ITT (Vol-I) 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.

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.

vi) 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 upto 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. Recovery of mobilization advance shall be made by the deduction from the contactors bills commencing after first ten per cent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty per cent of the gross value of the contract is executed and paid, on pro-rata percentage basis to the gross value work billed beyond 10% in such a way that the entire advance is recovered by
the time eighty percent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.

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 Contractor 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 on Non-Perishable Materials Provided by the Contractor: The contractor on signing an indenture in the form to be specified by the Engineer-In-Charge of HLL, shall entitled to be paid during the progress of the execution of the work up to 90% of the assessed value of any materials which are in the opinion of the Engineer-In-Charge non-perishable, no-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and / or protected against damage by weather on other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered / deducted from the next payment made under any of the clause or clause of the contract.
Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-In-Charge provided the contractor provides a comprehensive insurance cover for the full cost of such the contractor in this matter. No secured advance shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc..

The above shall be paid proportionately, if payable by the client (HLL Lifecare Limited)

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 (milestones) 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 ARBITRATION:

17.1 Clause no. 76.1 alongwith note of GCC

Deleted- There shall be no Arbitration Clause for this Contract except between Central Public Sector Undertakings inter se / Government of India Departments / Ministries as mentioned in the Clause No. 76.2 below:-
17.2 Clause no.76.2 of GCC - ARBITRATION BETWEEN CENTRAL PUBLIC SECTOR ENTERPRISES INTER SE / GOVERNMENT OF INDIA DEPARTMENTS / MINISTRIES

i) In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may take a further reference for setting aside of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

ii) Subject to any amendment that may be carried out by the Government of India from time to time, the procedure to be followed in the arbitration shall be as is contained in O.M. No. 4(1)/2011-DPE(PMA)GL dated 12.06.2013. of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Govt. of India or any modification issued in this regard.

17.3 Clause No.76.3 of GCC, stands modified as under :

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 / vendors 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) Manufacturer’s guarantee of various machines / equipments installed as part of works.

20.0 **Clause no. 45.1 of GCC stands modified as under:**

Cement shall be supplied by EPI at work site on free-issue basis. The cement shall be unloaded, stored by the successful bidder in suitable covered and lockable stores, well protected from climate and atmospheric effect. The cement godown shall be constructed by the successful bidder as per CPWD specifications at his own cost. The cement will remain under double lock, one from EPI and other from the bidder. The cement in bags shall be stored in godowns in easy countable position. Cement bags shall be used on first in first out basis. Cement stored for beyond 90 days will be required to be tested at bidder’s cost, before use in works. Any wastage of cement beyond permissible limit as per CPWD shall be recovered at double the market rates. In case there is delay in supply of cement by EPI, the contractor will have no claim on this account and the contractor may be permitted to procure cement on prior written approval from EPI without any claim on EPI. The empty cement bags shall be returned by the contractor to EPI on monthly basis for reconciliation. In case the empty cement bags are not returned by the contractor, recoveries shall be made @ Rs. 3/- (Rupees three only) per bag from the RA bills of contractor for the quantity not returned by them.

21.0 **Clause no. 45.2 of GCC stands modified as under:**

Reinforcement steel shall be supplied by EPI at work site on free-issue basis. The steel shall be unloaded, stored and stacked in such manner so as to facilitate easy identification, removal etc. The successful bidder shall take proper care to prevent direct contact between the steel and the ground/ water for which he shall provide necessary arrangement at his own cost including ensuring proper drainage of area to prevent water logging as per directions of the E-I-C. If required, the steel shall also be protected, by applying a coat of neat cement slurry over the bars for which no extra payment shall be made. Any wastage of Reinforcement Steel beyond permissible limit as per CPWD shall be recovered at double the market rates.

The consumption of materials (cement and reinforcement steel) shall be calculated as per the provision of contract/ specification/ standards and the contractor shall solely be responsible for any additional or less consumption of materials. In case material is consumed less than that calculated as per the co-efficient of consumption/ relevant specifications/ CPWD norms, the contractor shall identify the portion of work/ whole work where material consumed is less than that specified above and dismantle such work and redo the same at his own cost. In case contractor fails to identify the work where material has been consumed less than that specified as per the co-efficient of consumption/ relevant specifications/ CPWD norms, EPI/Client shall take decision to identify the portion of work/ whole work and it shall be binding on the contractor to dismantle and redo the work as identified by EPI/Client. Failure on the part of contractor to take action in this regard, EPI/Client shall take action to dismantle such work and redo the same at the risk and cost of contractor.
22.0 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.

23.0 Working and Construction Drawings.

The specialized agency/ successful tenderers shall prepare shop drawings and all works shall be according to approved working drawings. Shop drawing shall give dimensions and shall incorporate the requirements of the client. Approval of drawings does not relieve the contractor of his responsibility to meet the intent of the specifications. All such drawings for approval shall be submitted in 06 copies to the construction teams. In addition, the specialized agency/ successful tenderers shall submit manufacturer details and get them approved before ordering. This has to be done whether the materials/ equipment are one of the approved makes or not.

24.0 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.

25.0 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

26.0 Should a report be made by an Inspecting Officer, as defined in the Contract Labour (Regulation and Abolition) Act 1970, the Developer 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.

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

27.0 **Clause No. 28.3 of GCC of EPI stands deleted**
ADDENDUM TO TECHNICAL SPECIFICATION

Ref: Tender for Construction Of Super Speciality Hospital For Govt. Rajaji Medical College, Madurai, Tamil Nadu – HT & LT Electrical Installation.

NIT No. : SRO/MKT/TH/368 dated 30.01.2015

The portion of the technical specification applicable for this tender shall be referred in accordance with the scope of work for this tender.