ADDITIONAL PURCHASE OF CONTRACT (APC)

1.0 The following Additional Purchase Conditions of Contract shall be read in conjunction with General Purchase Conditions (GPC). If there are any provisions in these Special Conditions of Contract, which are at variance with the provisions of General Purchase Conditions (GPC), the provisions in these Additional Purchase Conditions 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 of Super Specialty Hospital for Govt. Rajaji Medical College at Madurai, Tamil Nadu.

3.0 Scope of work:

The project site for the work is available.

The brief scope of work included in this tender shall include (but not limited to) for Associates Construction of Super Specialty Hospital for Govt. Rajaji Medical College at Madurai, Tamil Nadu - Supply of Ordinary Portland Cement (OPC) of 43 Grade (hereinafter referred to as “Works”) as Terms and conditions given in Tender Documents. Apart from above, any other services not covered above but required as per direction of EPI / HLL 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.

4.0 Order of Precedence

i) NIT, EPI GPC, SITB
ii) APC
iii) BOQ

5.0 TAXES AND DUTIES:

Clause No.3.0 of GPC shall be modified as

5.1 The bidder/ must be registered with GST and should have valid GSTIN number.

5.2 Rates quoted in this tender are inclusive of all taxes and duties etc. excluding GST (GST as applicable shall be released upon submission of documentary evidence of payment made towards GST).

5.3 Bidder while quoting the rates in the tender must also consider the ITC credit applicable for the works, if any.

5.4 The contractor / supplier will consider the all other taxes and duties (excluding GST) in the price.

6.0 Inspection, Checking, Testing and other special conditions:

The Clause No.6 of GPC stands deleted.

7.0 PERFORMANCE GUARANTEE:

The Clause No.18 of GPC stands deleted.

8.0 SECURITY DEPOSIT (RETENTION MONEY) -

The Clause No.9 of GPC stands deleted.

Signature of Bidder With Seal 1 EPI
9.0 Payment Terms and Conditions:

The Clause No.4 and sub clauses 4.1, 4.2 of GPC shall be replaced as under:

9.1 100% Payment against delivery of the material at site.

Contractor should submit the details as mentioned below:
   i) Name of the Bank and branch with address
   ii) Account number and type of the account:
   iii) Name of the account holder
   iv) IFSC Code:
   v) GST Number and details

9.2 The rates quoted by the bidder shall be inclusive of all taxes (excluding GST), freight, packing & forwarding and other charges as applicable on FOR site delivery basis. Unloading of bags will be arranged by EPI at site.

9.3 Variation in Quantity: Upto Plus or Minus 20% of order quantity.

10.0 GPC clause of 5, 10, 11, 19, 20, 21 & 22 stands deleted.

11.0 Time of Completion

The entire work as per offer shall be completed within 02 (Two) months from the date of issue of LOI. Cement shall be delivered at site in consignments as per site requirement and in consultation with the representative of EPI.

12.0 The offer should be valid for a minimum period of Two (2) months from the last date of submission of bid. In case the last date of submission of bid is extended the same shall be considered.

13.0 Conciliation and Arbitration

Clause no.23 of GPC shall be amended as under

76.0 ARBITRATION

76.1 Before resorting to arbitration as per the clause given below, the parties if they so agree may explore the possibility of conciliation as per the provisions of Part III of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015. When such conciliation has failed, the parties shall adopt the following procedure for arbitration:
   i) Except where otherwise provided for in the contract, any disputes and differences relating to the meaning of the Specifications, Design, Drawing and Instructions herein before mentioned and as to the quality of workmanship or materials used in the work or as to any other questions, claim, right, matter or things whatsoever in any way arising out of or relating to the Contract, Designs, Drawings, Specifications, Estimates, Instructions, or these conditions or otherwise concerning the works of the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Sole Arbitrator appointed by the Chairman & Managing Director (CMD) of Engineering Projects (India) Limited (EPI) or any other person discharging the functions of CMD of EPI. The person approached for appointment as Arbitrator shall disclose in writing circumstances, in terms of Sub-Section (1) of Section
(12) of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 as follows:

a) such as the existence either direct or indirect, of any past or present relationship with or interest in any of the parties or in relation to the subject-matter in dispute, whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to his independence or impartiality; and

b) which are likely to affect his ability to devote sufficient time to the arbitration and in particular his ability to complete the entire arbitration within a period of twelve months.

The Arbitrator shall be appointed within 30 days of the receipt of letter of invocation of arbitration duly satisfying the requirements of this clause.

ii) If the arbitrator so appointed resigns or is unable or unwilling to act due to any reason whatsoever, or dies, the Chairman & Managing Director aforesaid or in his absence the person discharging the duties of the CMD of EPI may appoint a new arbitrator in accordance with these terms and conditions of the contract, to act in his place and the new arbitrator so appointed may proceed from the stage at which it was left by his predecessor.

iii) It is a term of the contract that the party invoking the arbitration shall specify the dispute/differences or questions to be referred to the Arbitrator under this clause together with the amounts claimed in respect of each dispute.

iv) The Arbitrator may proceed with the arbitration ex-parte, if either party, in spite of a notice from the arbitrator, fails to take part in the proceedings.

v) The work under the contract shall continue as directed by the Engineer-In-Charge, during the arbitration proceedings.

vi) Unless otherwise agreed, the venue of arbitration proceedings shall be at the venue given in the ‘Memorandum’ to the ‘Form of Tender’.

vii) The award of the Arbitrator shall be final, conclusive and binding on both the parties.

viii) Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modifications or re-enactment thereof and the Rules made there under and for the time being in force shall apply to the arbitration proceedings and Arbitrator shall publish his Award accordingly.

15.0 Court Jurisdiction:

Clause no.24 of GPC shall be amended as under:

Disputes of any nature that may arise in connection with the execution of the contract shall be subjected to the jurisdiction of courts situated in Chennai.