TENDER DOCUMENT

NIT No.: NRO/CON/738/664 dated 08.10.2018

FOR

Supply, Installation, Testing, Commissioning & Handing-over of Medical equipments (Group-5) for Government Medical College, Barmer (Rajasthan).

VOLUME – II

ADDITIONAL CONDITIONS OF CONTRACT

EXECUTING AGENCY

ENGINEERING PROJECTS (INDIA) LIMITED
(A GOVT. OF INDIA ENTERPRISE)
Core-3, Scope Complex,
7, Lodhi Road, New Delhi-110003
TEL NO: 011-24361666, FAX NO. 011-24363426
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

Department of Medical Education, Govt. of Rajasthan (DME, GoR) has entrusted the Construction of Medical College Campus for 100 MBBS Admission Annually and Up-gradation of Govt. District Hospital into Teaching Hospital at Barmer, Rajasthan to EPI as PMC (Deposit work). EPI on behalf of Department of Medical Education, Govt. of Rajasthan has invited the NIT as e- Tendering from the eligible bidders as per NIT.

3.0 SCOPE OF WORK INCLUDED IN THE CONTRACT

The scope of work included in this tender shall include (but not be limited to) Design, engineering, Manufacture, inspection before dispatch, supply, delivery at site, installation, testing, commissioning & handing over of various Medical Equipment for Medical College at Barmer, Rajasthan as per the scope of work, Technical Specification & other conditions specified in Technical specification in BOQ and elsewhere.

4.0 QUALIFICATION OF TENDERERS

The price bid of short listed tenderers who fulfill the eligibility criteria shall only be opened. The decision of EPI in this regard shall be final & binding on the tenderers.

5.0 DISQUALIFICATION

The bidders 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 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 bidders attempt to influence any member of the selection committee.

EPI reserves its right to take appropriate action including disqualification of bidder (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 bidders.

6.0 SPECIFICATIONS

As per detail given in BOQ.

7.0 EPI reserves the right to independently verify the performance of the bidder from the existing owners / users / owners’ Consultants. In case any installation of the manufacturer is found to be performing unsatisfactorily, EPI reserves the right to reject the tender and price bid of such bidder shall not be opened, even if the bidder is meeting the technical and other qualifying requirements.

In such circumstances the bidder shall have no claim on EPI of whatsoever nature.

Bidder’s specific attention is drawn to above clause.

8.0 PAYMENT TERMS

Subject to deduction which EPI might be entitled to make under the contract, the contractor shall receive payment of contract value as follows:

**Stage-I** 70% of the contract value on prorata shall be paid on initial inspection of complete material and equipment by EPI or the inspection agency appointed by EPI/ DME GoR and after receipt of material at site.

**Stage-II** 20% of the contract value on prorata shall be paid on completion of successful installation / erection and commissioning of the equipment / items.

**Stage-III** 10% of contract value on prorata shall be paid on testing, commissioning, certification wherever required, and handing over to DME, GOR, on the basis of Certificate to be issued by the Engineer-in-Charge on proof of having successfully completed the final inspection, commissioning, and handing over of all the equipment/items for the beneficial use to DME, GoR.
9.0 VARIATION IN TAXES, DUTIES, LEVIES AND IMPOSITION OF NEW TAXES ETC.

As per sub clause no. g-i to g-iv of NIT clause no. 2.0.

10.0 ROAD PERMIT:

Road permit for transportation of Medical equipments across state border shall not be issued by DME, GoR / EPI and will have to be arranged by contractor on his own. Transit Insurance of the equipment shall be arranged by the contractor. Nothing extra shall be paid on this account.

11.0 Invoice should be raised by Contractor in the name of EPI, Barmer.

12.0 The clause No.72.1 of GCC shall be replaced as under:

The Bidder/Contractor shall ensure the supply installation & testing and commissioning of all the Medical equipment at Govt. Medical College Barmer, (Rajasthan) in the period allowed in the completion schedule as given in clause no. 13.0 of Additional Conditions of Contract (ACC).

However, the Supplier shall also maintain the completion schedule strictly on the basis of completion schedule for various stages mentioned at clause no. 13.0 of ACC. If the Contractor fails to maintain the above progress or to complete the work corresponding to S. No. 1 to 2 of completion schedule as given at clause no. 13.0 of ACC and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy of the EPI on account of such breach, pay as agreed compensation and not as penalty at the rate of one percent (1 %) per every week of delay of the entire value of contract

The total amount of compensation payable by the contractor for delay in completion of the work. Corresponding to S. No. 1 to 2 of completion schedule as per clause no. 13.0 of ACC shall not exceed 10% of the total contract value as awarded.

13.0 COMPLETION SCHEDULE

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Period from the date of Start</th>
<th>Description of work to be completed during the period specified under column no. 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>From the date of issue of LOI to 30 days.</td>
<td>Procurement, inspection of medical equipment at manufacturer’s works by EPI/DME &amp; delivery of the same to the site.</td>
</tr>
</tbody>
</table>
2. **Start of 31 days end of 60 days**

| Installation, testing & commissioning of all the equipments and handing over to the DME GoR. |

**14.0** The contractor shall comply with legal orders, directions and by laws of local bodies / authorities. The contractor shall give to the Municipality, Police, Local Bodies and concerned Governmental authorities all necessary notices relating to works that may be required under the law and obtain all requisite licenses, permissions for temporary obstructions, enclosures, collection and stacking of materials, etc. The contractor shall pay at his own cost all fees, taxes and charges that may be liable on account of these operations in executing the contract. Nothing extra shall be paid by EPI on this account.

The contractor shall be bound to follow the instructions and restrictions imposed by the administration / Police authorities on the working and / or movement of labour, materials etc. nothing extra shall be payable due to less / restricted working hours at site or any detours in movement of vehicles.

**15.0 GUARANTEE**

The contractor shall guarantee that the materials and workmanship of the Medical Equipment installed by him, under these specifications shall be new and first class in every respect. He will make good any defect within 24 hours, which may develop within 5 years from the date of handing over of the installation after testing and commissioning without any extra cost to EPI / DME, GoR.

**16.0 PERMITS AND INSPECTIONS**

The contractor shall obtain all necessary permits from local bodies, provincial or central authorities and shall make arrangement for inspection and tests etc. as required at his own cost.

**17.0 LICENCES**

The contractor shall arrange for obtaining the licence and clearances for the operation. (If required) from the local authorities and statutory bodies at his own cost & nothing extra shall be payable. Certification of various equipments / installations from statutory bodies other agencies as required as per technical specifications, shall be arranged by contractor at his own cost before handing over.

**18.0** The constructions of proposed building being in urban Area, the contractor shall have to make his own arrangements for getting the permission for plying trucks or any plant & equipment for execution of works from the Police Department at his own cost. No excuse as to delay in work due to non-availability of permission shall be entertained.
19.0 The work shall be carried out in accordance with the documents/tech. specification, BOQ approved by the EPI / DME, GoR. Before the commencement of any item of work, the contractor shall correlate all the relevant documents issued for the work and satisfy himself that the information available there from is complete and unambiguous. The discrepancy, if any, shall be brought to the notice of Engineer-In-Charge before the execution of work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and / or incomplete information. Nothing extra shall be paid on this account.

20.0 The contractor shall give performance tests of the entire installation (s) as per technical specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for these performance tests.

21.0 The contractor shall be bound to sign the site order book as and when required by Engineer-In-Charge at Site and carry out compliance of instruction promptly to the satisfaction of Engineer-In-Charge.

22.0 Bill of Quantities shall be read in conjunction with the technical specifications of medical equipments and requirement described in tender documents, Instructions to tenderers, General conditions of contract, Additional conditions of contract, Technical specifications, Schedules, and Annexure & Addendum etc. to tender Document.

General directions and description of work and material are not necessarily repeated or summarized in the Bill of quantities. Reference to the relevant sections of the contract document shall be made by the contractor before entering rates or prices against each item in the Bill of Quantities.

23.0 If the headquarters of the successful contractor are elsewhere other than in Barmer, he shall have a duly authorized agent in Barmer from the commencement of the work until the system is taken over by DME, GoR. Such agent shall be authorized to act on behalf of the successful contractor to accept service of notice of contract and to agree to extras, omissions and varied item of works and rates for the same. Such agent shall maintain on his staff a qualified engineer approved by the engineer In-Charge and such office personnel as may be required for the efficient execution of the works. Any notice under the contract shall be deemed to have been served on the successful contractor if served upon such agent or sent by registered letter to his address. Such agent shall not be changed and shall not leave during duration of contract unless the consent of the engineer in—charge shall have been previously obtained. If the engineer in-charge orders to successful contractor to carry out any rectification under the terms of contract after the building is complete the successful contractor shall carry the same without any extra cost.
24.0 DATE OF ACCEPTANCE:

Subject to the guarantee clause date of taking over the installation for the beneficial use by DME, GoR shall be the date of acceptance. Any undue wear and tear of components during the commissioning period shall be made good by the contractor free of charge.

25.0 CARE OF BUILDING:

Care shall be taken in handling / stocking of material to avoid damage to the building.

26.0 TEST CERTIFICATE

All manufacturer’s test certificates of test showing that the materials have been tested in accordance with the requirements of the relevant standard specification of medical council and the copy of the test certificate as well as standard shall be supplied free of cost to DME, GoR / EPI.

INSEPCTION, TESTING AND ACCEPTANCE:

27.0 INITIAL INSPECTION AT MANUFACTURER’S WORK:

The contractor will be required to furnish such facility as will be necessary for inspection of equipment before dispatch at manufacture’s work and also for witnessing such test, at the works, if so required by EPI/ DME,GoR. The contractor shall furnish information for this purpose and will give sufficient notice regarding dates proposed for such test to inspection agency.

28.0 INSPECTION DURING INSTALLATION AND FINAL INSPECTION:

The contractor shall arrange for checking and testing the installation as per specification. Installation shall not be accepted until DME, GoR / EPI is satisfied about its compliance with requirement of the specification in all respects. All instruments and materials required for testing shall be the responsibility of the contractor. The taking over of equipment / items after commissioning shall be subject to removal of defects, if any, pointed out during the inspection.

29.0 TESTING AND COMMISSIONING

As specified in Technical Specification/ description of items as per BOQ.

The contractor shall arrange at his own cost for all test instrumentation, staff, consumables during commissioning upto the date of acceptance. Nothing extra shall be paid on this account.
30.0 SITE ENGINEER OF CONTRACTOR:

Minimum qualifications and experience required for principal technical rep. and other minimum technical staff other than supervisor.

<table>
<thead>
<tr>
<th>Qualification</th>
<th>Minimum Experience</th>
</tr>
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<tbody>
<tr>
<td>One Installation Engineer of Medical equipment</td>
<td>At least 5 year experience in Technical Installation, Testing and Commissioning of Medical Equipment for Medical Colleges and Hospitals.</td>
</tr>
<tr>
<td>One Supervisor</td>
<td>Minimum 3 years Experience in installation, tests and commissioning of medical equipment for Medical Colleges and Hospitals.</td>
</tr>
</tbody>
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31.0 It will be the sole responsibility of contractor/ supplier to obtain all statutory approvals and completion clearance from all the relevant statutory bodies' for all other services as included in the scope of contract etc. from the concerned department as required within the stipulated time frame. Liaison work on behalf of EPI with the local bodies will also have to be done by the contractor. Nothing extra shall be payable to contractor on this account. No claim whatsoever in this regard shall be entertained.

32.0 The contractor/ supplier shall make necessary safety arrangement at site including as mentioned in GCC and indemnify EPI against any consequence of accident at site.

33.0 EPI is awarding this Contract on behalf of DME, GoR. In case M/s. EPI cease to be PMC, the right and responsibility etc. of EPI in the contract shall get transferred to DME, GoR or their nominated agency shall operate this Contract.

34.0 ARBITRATION

Clause No. 76.0 of GCC stands deleted.

35.0 RETENTION MONEY

Clause No. 10.0 of GCC stands modified as under:

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 bill. The Earnest Money Deposited by the tenderer in the form of Demand Draft will be treated as part of the Retention Money. Retention Money shall be refunded to the contractor
after expiry of defects liability period i.e. 5 years (referred to in clause no. 74 of GCC) or on payment of the amount of final bill whichever is later.

36.0 **FURNISHED OFFICE ACCOMMODATION & MOBILITY AND COMMUNICATION TO BE PROVIDED BY CONTRACTOR TO EPI**

Clause no. 28.3 of GCC shall stand deleted.

37.0 **DEFECT LIABILITY PERIOD**

Clause No. 74.0 of GCC stands modified as under:

The Contractor shall be responsible for the maintenance and rectification of defects in the equipments for a period of five years (5 years) from the date of taking over of the works by the Owner/Client on call basis within 24 hours. During this period, any defects discovered and brought to the notice of the Contractor/ supplier forthwith shall be attended to and rectified by him at his own cost and expense. In case the Contractor/ supplier fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by EPI/ DME GoR at the cost and expense of the Contractor.

38.0 **Clause No.69.1 (IV) of GCC stands modified as under:**

If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clauses (i) to (iii) of clause 69.1, then the Contractor shall, within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge the rates which he intends to charge for such class of work, supported by analysis of the rate or rates claimed, and the Engineer-in-Charge shall determine the rate or rates on the basis of prevailing market rates of the material, Labour, T&P etc. plus 15% (Fifteen percent) to cover the Contractors supervision, overheads and profit and pay the Contractor accordingly. The opinion of the Engineer-in-charge as to the current market rates of materials and quantum of labour involved per unit of measurements will be final and binding on the Contractor. However, the Engineer-in-Charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner, as he may consider advisable. But under no circumstances, the Contractor shall suspend the work on the plea of non-settlement of rates of items falling under the clause.

39.0 **Clause No.76.3 stands modified as under:**

**JURISDICTION:** The courts in Delhi/ New Delhi alone will have jurisdiction to deal with matters arising from the contract, to the exclusion of all other courts.
40.0 SECURITY DEPOSIT

In the event of award of “Works”, Contractor shall submit to EPI, Bank Guarantees from a Nationalized Bank / Scheduled Bank towards security deposit @ 5% of the contract value of the accepted tender within 10 days from the date of LOI as per the EPI format enclosed and BG shall be valid up to 5 years after handing over to the DME GoR, with claim period of 6 months failing which EPI at his discretion may revoke the LOI & forfeit the EMD furnished along with tender. Security deposit will be returned to the contractor after satisfactory performance of 5 years.

41.0 SECURED ADVANCE

CLAUSE NO.35.0 OF GCC STANDS MODIFIED AS UNDER

No secured advance shall be paid in the contract.

42.0 PRICE VARIATION

No price variation/ Escalation is allowed in this contract whatsoever reason may be.

43.0 CONSTRUCTION POWER AND WATER SUPPLY:

Power and water shall be arranged by the contractor for installation of equipments. However, depending upon the availability power and water, the same shall be made available to the contractor on chargeable basis at one point and further distribution shall be in his scope.

44.0 DOCUMENTS FOR SUPPLY ITEMS

For supply items in BOQ the Supplier shall submit the following documents to EPIL.

a) Warranty Cards.
b) Manufacturer’s test certificate.
c) Any other test certificate from an external laboratory to determine the Technical Specification.
d) Catalogues
e) List of recommended spares with specification and costs thereof.
f) Operation & Maintenance manuals.

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