

**CHHATTISGARH MEDICAL SERVICES CORPORATION
LIMITED**

(Government of Chhattisgarh)

Tender

For

Construction of 100 bedded MCH wing at Balod
(CG.) under National Rural Health Mission scheme

VOLUME-III

SPECIAL CONDITION OF CONTRACT

February' 2014



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

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Tender No. HSCC/NRHM/CG./2014 (IV)/01

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INSTRUCTIONS TO BIDDERS

A. General

- 1.0 **Description of Works:** Construction of 100 bedded MCH wing at Balod, under National Rural Health Mission scheme (CG)

The site of work is within existing campus of District Hospital Campus at Balod.

The Scope of work comprising of Construction of building with all finishes, all plumbing, sanitary, etc. The scope of work shall also includes Electrical works, Air conditioning works(if any), dismantling works (if any), external development works such as roads, land scaping, sewerage, storm water drainage & fire fighting works etc. including approval from all local authorities including Municipal & fire etc. , which includes obtaining all statutory approvals as required before start of construction work and after completion of work for occupancy like electrical inspector, water, sewer, drainage, electricity connection from local bodies, permission/approval for tree cuttings etc if any.

- 1.1 All the terms and conditions, undertakings of PQ documents under which the agency has been pre qualified for this work will have to be strictly followed and will be treated as part of this tender documents in addition to other terms and conditions of the tender documents.

1.2 The Employer

- 2.0 **Managing Director, CCGMSC (CG)**, shall be the principal Employer / employer / owner for Construction of 100 bedded MCH wing at Balod , under National Rural Health Mission scheme (CG)

All documents relating to Labour License for obtaining necessary clearance etc is to be signed/ endorsed by representative of the Employer.

- 1.3 In these documents wherever the word Tender/ Tenderer/ Tendering has been used. The same may be considered synonymous with Bid/ Bidder/ Bidding.

1.4 Time for Completion

The successful Bidder shall complete the whole Works within **18 (Eighteen) Calendar months** from Engineer's order to commence the Work.

2.0 Information to be submitted

2.1 Bids submitted shall include the following information:

- (a) Copies of original documents defining the constitution, legal status, place of registration and principal place of business of the company or firm
- (b) A work plan clearly bringing out how the Bidder proposes to carry out the work to achieve the quality and the time schedule

The work plan shall clearly spell out with specific details the following:

- i. Detailed programme in the form of a **CPM network** clearly bringing out details of start & completion of all important activities and also programme showing material & labour resources related to the above CPM network.
- ii. List of equipment along with details proposed to be used on the Works.
- iii. List and bio data of Engineers and other important staff members proposed to be employed on the Works.
- iv. Details of new and used shuttering proposed to be employed on the Works.

3.0 Cost of Bidding

3.1 The Bidder shall bear all costs associated with the preparation and submission of his Bids and "The Employer" will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

4.0 Site Visit

4.1 The Bidder is advised to acquaint himself with the job involved, visit the Site & examine soil conditions (No report will be provided by Engineer), climatic conditions, labour, power, water, material availability, transport and communication facilities, environmental regulations, laws and bye-laws of Statutory bodies of Govt. of Chattisharh and the Govt. of India and collect all information that will be necessary for preparing the Bid and entering into a Contract.

The cost of visiting the Site and collecting information for the purpose of submission of the Bid shall be to the Bidder's account.

4.2 The Bidder and any of his personnel or agents will be granted permission by the Employer to enter upon the Site for the purpose of such inspection, but only upon the express condition that the Bidder, his personnel or agents will release and indemnify the Employer and Employer's Personnel and agents from and against all liability in respect thereof and will be responsible for personnel injury (Whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expense however caused, which, but for the exercise of such permission would not have arisen.

B. Bid Documents

5.0 Content of Bid Documents

5.1 The Bid Documents comprise the following:

- | | | |
|------------|---|---|
| Volume-I | = | Prequalification Document |
| Volume II | = | General Conditions of Contract |
| Volume III | = | Specific Conditions of Contract
Comprising of: |
| | - | Instructions to Bidders |
| | - | |
| | - | Additional Specific Conditions of Contract
relating to |
| | | (a) General |
| | | (b) Civil, Public Health works |
| | | (C) Electrical works. |
| | | (D) HVAC works, if executed |

- Sample Forms of Securities
- Sample Form of Agreement
- Volume IV = Technical Specifications
- Volume V = Bill of Quantities
- Volume VI = Tender Drawings

5.2 The Bidder is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the Bid documents. Failure to comply with the requirements of the Bid Documents will be at the Bidder's own risk.

Bids, which are not substantially responsive to the requirements of the Bid documents, will be rejected. **Bidders are requested to clear their queries before submission of bids and submit bids without conditions.**

6.0 Clarification on Bid Documents

6.1 A interested Bidder requiring any clarifications on the Bid documents may notify the Engineer in writing or by telex or cable at the Engineer's mailing address indicated in the Bid documents. A meeting of the prospective Bidders shall be held at which the Engineer will respond to any request for clarification which he receives within two weeks of the first date of the issue of the Tenders. Written copies of the Engineer's response (including an explanation of the query but without identifying the source of the inquiry) will be sent to all prospective Bidders who have received the Bid documents.

7.0 Amendment of Bid Documents

7.1 At any time prior to the dead line for submission of Bids, the Engineer may for any reason, whether at his own initiative or in response to a clarification requested by the prospective Bidder, modify the Bid documents by amendment.

7.2 The amendment will be notified on-line only and the bidders are advised to log on to the site for updation. Prospective bidders are advised to regularly scan through HSCC e-tender portal <http://cgmsc.chips.gov.in> as corrigendum/amendments etc., if any, will be notified on this portal only and separate advertisement will not be made for this.

7.3 In order to afford prospective Bidders reasonable time in which to take an amendment into account in preparing their Bids, the

Engineer may, at his discretion, extend the deadline for the submission of Bids.

C. Preparation of Bids

8.0 Language of Bid

8.1 The Bid prepared by the Bidders and all correspondence and documents relating to the Bid exchanged by the Bidder and the Engineer shall be written in the English Language.

8.2 Bidder's responsibility:

- i. The Bidder is solely responsible for the details of his Bid and the preparation of Bids.
- ii. The Bidder is expected to examine carefully all the contents of BID document as mentioned in Notice Inviting Bids including instructions, conditions, forms, terms, etc and take them fully into account before submitting his offer. Bids, which do not satisfy all the requirements, as detailed in these documents, are liable to be rejected as being unresponsive.
- iii. The Bidder shall be deemed to have inspected the Site and its surroundings and taken into account all relevant factors pertaining to the Site, while preparing and submitting the Bid.

9.0 Documents comprising the Bid

9.1 The Bid to be prepared by the Bidder shall comprise of the following: the prequalification document duly filled with required information including all supporting documents, the Bid and Appendix thereto, the Bid Security, the Bill of Quantities; the Schedules of Supplementary information, and any other materials required to be completed and submitted in accordance with the instructions to Bidders embodied in these Bid documents. The Forms, Bill of Quantities and Schedules provided in these Bid documents shall be used without exception.

9.2 All documents issued for the purpose of Bidding as described in Clause 5.1 and amendments issued in accordance with Clause 7, shall be deemed incorporated in the Bid. Bid Documents prepared and submitted in accordance with Clause 14 and 15 shall be

returned by Bidders to the Employer along with the submission of the Bid.

10.0 Bid Prices

10.1 .The Bidder must fill up price percent (%) below or above against each item of General Abstract of Cost of Bill of Quantity (Volume V) both in words and figures in the blank spaces provided in the respective columns.

The quantity of execution of item shall be as per requirement and as such there will be no limit. Correction, if any, shall be made by crossing out, initialling, dating, stamping and rewriting. Wherever in any head if the same items are appearing and contractor has quoted different rates, contractor shall be paid the lowest quoted rate for such items.

10.2 All duties, taxes including works contract tax, building & construction/ labour cess etc and other levies payable by the Contractor under the Contract including Contractors profit and overheads etc. or for any other cost shall be included in the rates and prices and the total amount of Bid submitted by the Bidder. The evaluation and comparison of Bids by the Engineer shall be made accordingly.

10.3 The rates and prices quoted by the Bidder shall be fixed for items complete in all respect for the duration of the Contract and not subject to adjustment on any account except as otherwise provided in the conditions of Contract.

10.4 The Bidder shall fill his most competitive rates in the first instance as no negotiations shall be made after opening of the Tenders except if required with the lowest Bidder.

11.0 Bid Validity

11.1 The Bid shall remain valid and open for acceptance for a period of **180 days** from the last date fixed for receiving the same.

11.2 In exceptional circumstances prior to expiry of the original Bid validity period, the Engineer may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing or by cable or telex. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will neither be required nor permitted to

modify his Bid, but will be required to extend the validity of his Bid Security correspondingly.

12.0 Bid Security

12.1 The Bidder shall furnish, as part of his Bid, a Bid Security of the amount of **Rs. 22,00,000/- (Rupees Twenty Two Lakhs) having validity period of 180 days from the last date fixed for receiving of bid.** No deviation shall be permitted from this.

12.2 **Out of total bid security of Rs. 22,00,000/-, Rs. 2,20,000 (Rupees Two Lakhs Twenty Thousand Only) shall be submitted in the form of Demand Draft in favour of HSCC (India) Ltd payable at Noida/Delhi and remaining Rs. 19,80,000/- (Rupees Nineteen Lakhs And Eighty Thousand only) Bid Security shall be in the form of a Demand Draft/Pay Order/Bank Guarantee in favour of M/s HSCC(India) Ltd., at Plot-6(A), Block-E, Sector-I, NOIDA, UP-201 301 from any Nationalised bank/Scheduled bank.**

12.3 Any Bid not accompanied by an acceptable Bid Security will be straightaway rejected.

12.4 The Bid Securities of unsuccessful Bidders will be returned as promptly as possible as but not later than 30 days after the expiration of the period of Bid validity prescribed by the Employer.

12.5 The Bid Security of the successful Bidder will be returned upon the Bidder executing the Contract and furnishing the required Performance Security.

12.6 The Bid Security may be forfeited

- a) If a Bidder withdraws his Bid during the period of Bid validity.
- b) In the case of successful Bidder, if he does not:
 - i) Enter into the Contract, or
 - ii) Furnish the necessary Performance Security
 - iii) Agree to arithmetic corrections made as per terms of Bid documents.
 - iv) Submitted any misleading information during prequalification and or tendering process.

13.0 No interest will be payable by the Engineer on the Bid Security amount cited above.

14.0 Format and Signing of Bid

- 14.1 The Tender shall be filled & submit only by the firm/ corporation in whose name the Tenders have been issued/downloaded. The Bid shall be duly authenticated by digital signature of the person or persons duly authorised. Proof of authorization shall be furnished in the form of written Power of Attorney, which shall accompany the Bid.
- 14.2 The complete Bid shall be without alterations interlining and erasures except those to accord with instruction issued by the Engineer or as necessary to correct errors made by the Bidder in which case such correction shall be initialled by person signing the Bid.

D. Submission of Bid

15.0 Sealing, Marking & Submission

- 15.1 The Bid shall be submitted in accordance with the procedure detailed herein. Specified documents shall be enclosed in envelope of appropriate size each of which shall be sealed.
- (i) Envelope No. 1 (Technical Package-I) : Shall contain the Bid Securities as indicated in Clause 12 of these Instructions to Bidders & tender document fee if downloaded.
 - (ii) Envelope No. 2 (Technical Package-II): Shall contain covering letter and the other Bid documents duly signed including the following :
 - i. Checklist for the enclosed documents as per the format attached (Annexure VIII)
 - ii. Letter of Application as per the format attached
 - iii. General Information Details as per the format attached (Form No.- 1)
 - iv. Structure & Organization Details as per the format attached (Form No.- 2)
 - v. Personal Capabilities as per the format attached (Annexure -I)
 - vi. Minimum Solvency Certificate as per Clause no. 3.6
 - vii. Equipment Capabilities as per the format attached (Annexure – II)
 - viii. Financial Capabilities as per the format attached (Annexure – III)

- ix. Bidding Capacity as per Clause no. 3.7
- x. Affidavit – duly notarized as per Clause no. 3.3
- xi. Experience of executing of Projects of Similar Nature & Complexity (Annexure - IV)
- xii. Litigation History/ Arbitration History (Annexure - V)
- xiii. Undertaking for engaging specialized agencies (Annexure – VI)
- xiv. Project under execution or award as per the format attached (Annexure – VII)
- xv. Copies of Works Contract Tax/VAT Registration or undertaking in this regard as per Clause no. 6.1
- xvi. Indemnification to CGMSC/ HSCC - as per Clause no. 6.4
- xvii. Detailed Programme in terms of PERT/ CPM as per clause No. 2.0 - Vol.-III (SCC)
- xviii. Bid documents, as listed in Notice Inviting Bids
 - a. Prequalification document - Volume-I
 - b. The General Condition of Contract - Volume-II
 - c. The Instruction to the Bidders & Specific Conditions of Contract - Volume-III
 - d. Technical Specification - Volume-IV
 - e. Tender Drawings - Volume-VI
 excluding the Bill of Quantities (Volume –V) but including All amendment(s)/addendum(s)/ Corrigendum(s) /Clarification(s) issued, if any duly authenticated by digital signature

(iii) Envelope No. 3 (Package-III): The financial package (**VOLUME V- BILL OF QUANTITY**) should be submitted online only. These prices should include all costs associated with the Project including any out of pocket / mobilization expenses, taxes, charges, levies, cess, VAT, including Service tax etc. as applicable till the date of NIT. In case Government levies/modifies any tax subsequently the same will be adjusted plus/minus as the case may be. **The Bidder must fill up price percent (%) below or above against each item of General Abstract of Cost of Bill of Quantity (Volume V) both in words and figures in the blank spaces provided in the respective columns.** The rates written in words shall prevail in case of any variation between the rates mentioned in figure and words. If any cell is left blank and no percentage is quoted, percentage of such item shall be treated as "0" (ZERO).

15.2 The Bidder shall seal the Bid.

15.3 The bid shall be sealed in a envelope and addressed to The Dy.General Manager (Civil), **HSCC (India) Ltd, House no-1, Moulshree Vihar, VIP Road, Raipur, Chhattisgarh-492001**

- 15.4 The Bid shall be submitted online along with documents and mode mentioned at **Checklist at Annexure I** at volume I.

Please note that the price should not be indicated in any of the documents enclosed in **Technical package part I** (Envelop-1) and **Technical Package part II** (Envelop- 2). Non-compliance shall entail rejection of the Bid.

No rates to be quoted for the items where nil quantity is mentioned against that item. Indicating NIL quantity does not mean that this item will not be operated in the work.

- 15.4 All the above envelope shall bear the following identification:

Name of work: Construction of 100 bedded MCH wing at Balod (Chhattisgarh), under National Rural Health Mission scheme (CG).

Tender number, Due date and Time.

- 15.5 All the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened, if required.

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

16.0 Deadline for Submission of Bids

- 16.1 Bids must be received by the Engineer, HSCC (India) Ltd., on or before **of the designated date & time.**

- 16.2 The Engineer may, at his discretion, extend the deadline for submission of Bids through the issuance of an amendment in accordance with Clause 7 in which case all rights and obligations of the Employer and the Bidders previously subject to the deadlines shall thereafter be subject to the new deadline as extended.

17.0 Late Bids

- 17.1 Any Bid received by the Employer/Engineer after the prescribed deadline for submission will liable to be rejected and will be returned unopened to the Bidder.

18.0 Modification and Withdrawal of Bid

- 18.1 The Bidder may modify or withdraw his Bid after Bid submission, provided that modification or notice of withdrawal is received in

writing by the Engineer prior to the prescribed deadline for submission of Bids.

- 18.2 The Bidder's modification or notice of withdrawal shall be prepared, sealed, marked and despatched in accordance with the provisions for the submission of Bids. Notice of withdrawal may also be sent by e-mail or cable but shall be followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.
- 18.3 No Bid may be modified subsequent to the dead line for submission of Bids.
- 18.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of validity of the Bid specified. Withdrawal of a Bid during this interval may result in the forfeiture of the Bid Security.
- 18.5 Subsequent to the expiration of the period of validity of Bids prescribed in the Bid documents, a successful Bidder who has not been notified by the Engineer of the Award of the Contract may withdraw his Bid without penalty.

E. Bid Opening and Evaluation

19.0 Bid Opening

- 19.1 Bids shall then be opened in the office of **HSCC (India) Ltd, House no-1, Moulshree Vihar, VIP Road, Raipur, Chhattisgarh-492001**, half an hour after the prescribed time for Bid submission in presence of the Bidders' representatives who may wish to be present.

Envelope No. 1(**Technical package part I**): Shall be opened first. If the Bid Security & tender document fee (if document downloaded from websites) is not found as prescribed, the Bid shall be summarily rejected.

Envelope No. 2(**Technical package part II**): submitted online shall be opened next. Bids of parties who do not accept the conditions laid above in the Bid documents are also liable to be rejected.

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

19.3 Telegraphic/ Fax offer will be treated as defective, invalid and rejected. Only detailed complete online Bids received prior to the closing time and date of the Bids will be taken as valid.

19.4 The Bidder's names, general technical details, the presence of the requisite Bid Security and such other details as the Engineer, at his discretion may consider appropriate will be announced at the Bid opening.

Envelope No. 3: submitted online shall contain the sealed price Bid (volume-V). Whose bid is found to be generally in order and substantially responsive shall be opened either at the Bid opening or at a subsequent date to be intimated in advance to such eligible Bidders.

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

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

20.0 **Process to be Confidential**

20.1 After the public opening of Bids, information relating to the examination, clarification, evaluation and comparisons of Bids and recommendations concerning the Award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.

20.2 Any effort by the Bidder to influence the Employer/ Engineer in the process of examination, clarification, evaluation and comparison of Bids and decision concerning Award of Contract may result in the rejection of the Bidder's Bid.

21.0 **Clarification of Bids**

21.1 To assist in the examination, evaluation and comparison of Bids, the Engineer may ask Bidders individually for clarification of their Bids, including breakdowns of unit prices. The request for clarification and the response shall be in writing or cable or telex, but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction or

arithmetical errors discovered by the Engineer during the evaluation of the Bids in accordance with Clause 24 hereof.

22.0 Determination of Eligibility & Responsiveness

22.1 The Engineer will determine whether the Bid is substantially responsive to the requirements of the Bid documents.

For the purpose of this Clause, a substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bid documents without any deviation or reservation.

22.2 A Bid, which in relation to the cost estimates of the Engineer is unrealistically priced and which cannot be substantiated satisfactorily by the Bidder may be rejected as non responsive.

23.0 Correction of Errors

23.1 Bids, determined to be substantially responsive will be checked by the Engineer for any arithmetical errors in computation and summation. Errors will be dealt by the Engineer as follows :

- a) Where there is discrepancy between rates indicated in figures and in words, rates in words will govern.
- b) Incorrectly added totals will be corrected.
- c) In case of any clerical error between rates indicated in figures and words, the rate in words shall prevail. In case there is any inconsistency between the rate and the value extended (after multiplication with the tender quantity), the rate quoted shall prevail.
- d) **All corrections, cuttings, additions and over-writings shall be encircled and numbered and initialled.**
- e) **The number of such corrections, cuttings additions and over-writings must be clearly mentioned at the end of each relevant page of the BOQ and they should be initialled. Any omission observed will be brought out clearly on each relevant page.**
- f) **Use of correction fluid anywhere in tender documents including price bid should not be allowed. In case use of correction fluid is noticed, such tender will be liable for rejection.**

23.2 If a Bidder does not accept the correction of errors as outlined above, his Bid will be rejected.

24.0 Evaluation and Comparison of Bids

24.1 Only such of the Bids as have been determined to be substantially responsive to the requirements of the Bid documents, in accordance with Clause 22 will be evaluated. Other non-responsive Bids will be rejected.

24.2 Bidders shall note that no preference of any nature will be given to any Bidder notwithstanding any custom, usage or instructions to the contrary.

24.3 Evaluation of the Bids will take into account, in addition to the Bid amounts, the following factors:

- a) Arithmetical errors corrected in accordance with Clause 23.
- b) Such other factors as the Engineer considers may have a potentially significant impact on Contract execution price and payments.

24.4 Offers, deviations and other factors, which are in excess of the requirements of the Bid documents or otherwise result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in Bid evaluation.

24.5 Price adjustment provisions applying to the period of execution of the Contract shall not be taken into account in Bid evaluation except to the extent specifically stated in the Contract.

F. Award of Contract

25.0 Award Criteria

25.1 Subject to Clause 26, Engineer will Award the Contract after prior approval by the Employer to the Bidder whose Bid has been determined to be eligible and to be substantially responsive to the Bid documents and who has offered the lowest evaluated Bid of the Bill of Quantities, provided further that the Bidder has the capability and resources effectively to carry out the Contract Works before award of work, but in all the cases the time allowed for completion for whole work will remain 18 months only.

26.0 Engineer's Right to Accept any Bid, to Reject any or all Bids

26.1 Notwithstanding Clause 25, the Employer/Engineer reserves the right to accept or reject any Bid including the lowest and to annul the Bidding process and reject all Bids, at any time prior to Award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for the Employer's/Engineer's action.

27.0 Notification of Award

27.1 Prior to the expiration of the prescribed period of Bid validity, the Engineer will notify the successful Bidder by cable or e-mail or letter confirmed in writing by registered letter that his Bid has been accepted. Notification of award may be issued accordingly.

27.2 The notification of Award will constitute the formation of the Contract.

27.3 Upon the furnishing by the successful Bidder of a Performance Security in accordance with the provisions of Clause 29, the Engineer will promptly notify the unsuccessful Bidders that their Bids have been unsuccessful.

28.0 Signing of Agreement

Upon the receipt of the notification of Award by the successful Bidder, the successful Bidder shall fill the Agreement in accordance with form of Agreement included in the Bid documents and submit the same to the Engineer within two weeks of the date of receipt of notification of Award. The Engineer shall return the draft duly approved within one day from the date of receipt of the draft and the successful Bidder shall get the same engrossed, have the correct amount to stamp duly adjudicated by Superintendent of Stamps and thereafter return the same duly signed and executed on behalf of the successful Bidder, all at his own cost within 3 days from the receipt of the approved draft. The signing of agreement may be made together or separately for sections with respective client / HSCC Ltd, on behalf of the client.

29.0 Performance Security

29.1 Within 15 days of receipt of the notification of Award from the Engineer, the successful Bidder shall furnish to the Engineer a

Security in the form of a Bank Guarantee from Nationalised/Scheduled bank for an amount of 5 percent of the Contract sum. The validity of the Performance Security shall be upto the end of the Defect Liability Period with 3 months claim period after expiry of defect liability period. Performance security for the works to be submitted in the name of respective client / HSCC (l) LTD depending upon the case.

- 29.2 In cases, where the aggregate of expected Contract payment would at any time exceed the Engineer's estimate of actual work performed by more than the amount of Performance Security specified in Clause 29.1 such Security shall be increased accordingly at the expense of the successful Bidder.
- 29.3 Failure of the successful Bidder to lodge the required Bank Guarantee shall constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security, in which event the Engineer may make the Award to the next lowest evaluated Bidder or, if there are no other Bidders, call for new Bids.

SPECIFIC CONDITIONS OF CONTRACT

The Conditions of Contract shall be GENERAL CONDITIONS OF CONTRACT in Volume I (hereinafter called the General Conditions) as modified or added to by the following Specific Conditions of Contract, which shall be read and construed with the General Conditions as if they were incorporated therewith.

Insofar as any of the Conditions of Specific Conditions of Contract conflict or be inconsistent with any of the General Conditions, the conditions of Specific Conditions of Contract shall prevail.

30.0 Definitions

- a) "EMPLOYER" means Chhattisgarh Medical Services Corporation Limited.
- b) "Engineer" means CGM (Projects and D&E) of **HSCC (India) Ltd.** or any officer nominated by the Chairman-cum-Managing Director, HSCC (India) Ltd. to act as Engineer from time to time.
- c) "Site In-charge" means the HSCC incharge of work designated by the Engineer
- d) "Month" and "Year" and all dates shall be calculated according to the Gregorian calendar.

31.0 Insurance of Works

All Insurances referred to in General Conditions shall be effected with an Indian Insurance Company incorporated and registered in India. All insurances and labour license to be submitted within 15 days from notification of Award of work. Depending upon the case, the insurance cover may be required either together for the whole work or separately for both the parts.

32.0 Guarantees

Performance Guarantees, Advance Payment Guarantee, Retention money Guarantee and any insurance policies entered into by the Contractor under the terms of the Contract, shall stipulate that the proceeds of any claim shall be payable to **Employers**.

33.0

Certificates and Payments:

- a) Mobilization Advance - Deleted
- b) Clause on Mobilization Advance- Deleted
- c) Clause on Mobilization Advance- Deleted
- d) The Contractor shall submit to the Engineer after the end of each month a detailed statement including measurements showing the estimated contract value of the Permanent Works executed up to the end of the month together with particulars of other amounts to which he is entitled under the Contract.
- e) The statement shall be submitted on a printed proforma (Prepared at the cost of the Contractor) approved by the Engineer along with soft copy of the same in a CD/Pen drive.
- f) The Contractor shall be paid monthly, on the certification of the Engineer, the amount due to him which shall be the sum of the following amounts :
 - i) Subject to and in accordance with Clause 21 of these Specific Conditions, the estimated value of the Permanent Works executed upto the end of the previous month less retention money named in the Bid, and
 - ii) 75% of the value of materials expected to be consumed within 3 months of its delivery at Site for Permanent Works on the Site provided the Engineer is satisfied that the amounts for such materials are reasonable bearing in mind the requirements of Works, less deductions, if any as per Clauses 33(f) and 37 of these Specific Conditions and other Contract conditions.
- g) Clause on Mobilization Advance- Deleted
- h) Retention Money
 - i) With in 60 days of award of work, The contractor shall furnish a bank Guarantee from any nationalised/Scheduled bank for an amount of 2.5%(Two & half) of the contract price in the form approved by the Engineer and having validity upto completion period with a claim period of three months as per format attached at Annexure-F.
further retention money @ 5% (Five) shall be Deducted

from each interim certificate from First RA bill subject to a maximum of 2.5 %(Two & half) of the contract price and shall be released after defect liability period.

Alternatively/or

Retention money at the rate of 5% (Five percent) shall be deducted from each interim certificate subject to the maximum of 5 %(Five percent) of the contract price after approval by engineer.

- i) The Retention Money shall, subject to Clause 60.6 (a) & 60.6 (b) of General Conditions of Contract, become due and shall be paid to the Contractor when the Engineer shall issue the Taking Over certificate notwithstanding that at such time there may be outstanding claims by the Contractor against the Employer, provided always that if at such time there shall remain to be executed by the Contractor any Works ordered during the Defect Liability Period pursuant to Clause 49.1, 49.2, 49.3, 49.4 and 50.1 of the General Conditions hereof, the Employer shall be entitled to withhold payment until the completion of such Works as much of the Retention Money as the Engineer may in his absolute discretion think fit.
- j) Payment against each monthly R/A bills upon each of the Engineer's certificates shall be made by the HSCC (I) Ltd. acting for and on behalf of Employer or by the Employer directly within 30 working days after such certificate has been issued by the Engineer.

However, 75% of the estimated amount as determined by the Engineer of the payment due against the monthly running bill shall be paid within 10 (Ten) working days after certification by the Engineer in the approved format and complete in all respects.
- k) The Engineer may at any time make any corrections or modifications to any certificate, which shall have been issued by him and shall have power to withhold any certificate if the Works or any parts thereof are not being carried out to his satisfaction.
- l) The responsibility for making the payments or meeting other obligations to the Contractor in respect of all Works as certified by the Engineer shall be that of the Employer and not of the Engineer.

- m) After completion of work and prior to final payment, the contractor shall furnish to the engineer, a release of claim against the Employer arising out of contract, other than claims specifically identified, evaluated and excepted from the operation of the release by contractor.
- n) Contractor has to submit break up of BOQ rate to facilitate approval of interim payment by the Engineer. However final decision on break up of rates/ part rates to be paid in parts will be taken by Engineer
- o) Monthly bill not submitted in approved formats will not be accepted.
- p) Contractor shall also be entitled for payment running bills on monthly basis or a lesser period, if required, but not less than 5% of value of contract.

34.0 Settlement of Disputes - Arbitration

Sub Clause 67.1, 67.2, 67.3 and 67.4 of G.C.C. shall be followed.

35.0 Address

- a. The address of the Employer is as follows :

Managing Director, Chhattisgarh Medical Services Corporation Limited, Govt. Of Chhattisgarh, Raipur .

- b. The address of the Engineer/representative is as follows

DGM (Civil) of HSCC (India) Ltd., plot no. E-6A, Sector-1, Noida

- c. The address of the Contractor is

36.0 THE FOLLOWING SHALL BE READ IN ADDITION TO CLAUSE 34.1 TO THE GENERAL CONDITIONS

- 36.1 Labour

36.1.1 Engagement of Labour

The contractor shall make his own arrangement for engagement of all labour, local or otherwise, and, save insofar as the contract otherwise provides, for the transport, housing, feeding and payment thereof.

36.1.2 Supply of water

The contractor shall provide at his own cost adequate quantity of drinking water on the site to the satisfaction of the Engineer's Representative for the use of contractor's and the Engineer's staff and work people, sub contractor and site visitors.

36.1.3 Alcoholic Liquor or Drugs

The Contractor shall not import, sell, give, barter or otherwise dispose of any alcoholic liquor, or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his sub-contractor, agents or employees.

36.1.4 Arms and Ammunition

The Contractor shall not give, barter or otherwise dispose off to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

36.1.5 Festivals and religious Customs

The Contractor shall in all dealing with labour in his employment have due regard to all recognised festivals, days of rest and religious or other customs.

36.1.6 Epidemics

In the event of any outbreak of illness of an epidemic nature, the contractor shall comply with and carry out such regulation, orders and requirements as may be made by the government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

36.1.7 Disorderly Conduct, etc

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the works against the same.

36.1.8 Observation of legislation etc.

The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, regulation and bylaws including all statutory amendments and re-enactments and acts that may be passed in future either by state or the central Government or local authority, including, Indian Workmen's compensation act, contract labour (Regulation and Abolition) Act 1970 and equal remuneration Act 1976. Factories Act, Minimum wages Act provident fund regulations employees provident fund Act and Schemes made under same act, Health and sanitary arrangements for workmen, Insurance and other benefits and shall keep the employer indemnified in case any action is commenced for contravention by the contractor. If the Employer is caused to pay or reimburse any amount for non-observance of the provision of this clause on the part of the contractor the engineer shall have the right to deduct from any moneys due to the contractor or recover from the contractor personally any sum required or estimated to be required for making good the loss or damage suffered by the Employer. all registration and station inspection fees if any in respect of his work pursuant to the contract shall be to the account of the contractor.

36.1.9 Fair Wages

The contractor shall pay the labours engaged by him on the work not less than a fair wages, which expression shall mean, whether or time or piecework, the respective rates of wages as fixed by the public works department as fair wages for the area payable to the different categories of Labourers or those notified under the minimum wages act for corresponding employees of the employer whichever may be higher.

36.1.10 The contractor shall notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to the labourers indirectly engaged on the works including any labour engaged by subcontractor in connection with the said works as if the labourers has been immediately employed by him.

36.1.11 Notices

The Contractor shall before he commences the work display and correctly maintain in clean and legible condition at a conspicuous place on the site notices in English and in a local language spoken by the majority of the workers, stating therein the rate of wages which have been fixed as fair wages and the hours of work for

which such wages are earned and send a copy of such notices to the Engineer.

36.1.12 Wage Records

The Contractor shall maintain records of wages and other remuneration paid to his employees in such form as may be convenient and to the requirement of the Employer/Engineer and the conciliation officer (Central/state) Ministry of labour, Government of India, or such other authorised person appointed by the central or state government and the same shall include the following particulars of each worker:

- I) Name works number and grade
- II) Rate of daily or monthly wage.
- III) Nature of work on which employed.
- IV) Total number of days worked during each wage period.
- V) Total amount payable for the work during each wage period.
- VI) All deduction made from the wage with details in each case of the ground for which the deduction is made.
- VII) Wage actually paid for each wage period.

36.1.13 The contractor shall provide a wage slip for each worker employed on the works.

36.1.14 The wage record and wage slips shall be preserved for least 12 months after the last entry.

36.1.15 Inspection of wage Records

The contractor shall allow inspection of the aforesaid wage records and wage slip to the engineer and to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Employer or any other person authorised by him on his behalf.

36.1.16 The Employer and the Engineer or any other person authorised by them on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observation of the fair wages clause. He shall also have the power to investigate into any complaint regarding any default made by the contractor or sub-contractor in regard to such provision.

36.1.17 The Employer shall have the right to deduct from money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non

payment of the aforesaid fair wage, except on account of any deduction that may be permissible under any law for the time being in force.

36.1.18 Representation of parties

- (i) A workman shall be entitled to be represented in any investigation or enquiry under this clause by :-
 - (a) An officer of a registered trade union of which he is a member.
 - (b) An officer of a federation of trade union to which the trade union referred to in previous sub-clause is affiliated.
 - (c) Where the worker is not a member of any registered trade union, by an officer of a registered Trade union connected with or by any other workmen employed in the industry in which the workers is employed.
- (ii) The contractor or sub-contractor shall be entitled to be represented in any investigation or enquiry under this clause by an officer of an Association of Employers of which he is a member.
- (iii) No party shall be represented by a legal practitioner in any Investigation or enquiry under this clause, unless all parties agree.

36.1.19 Safety Provision

The contractor shall comply with all the precautions as required for the safety of the workman by I.L.O convention (NO.62) as far as they are applicable to the contract. The contractor shall provide all necessary safety applications, gears like goggles, helmets, masks, etc. to the workmen and the staff.

The contractor shall be responsible for observance by his sub contractor of the forgoing provisions

36.1.20 Footwear

The contractor shall at his own expense provide footwear for all labour engaged on concrete mixing work and all other type of work involving the use of tar, cement, etc. to the satisfaction of the

Engineer or his Representative, and on his failure to do so the Employer shall be entitled to provide the same and recover the cost from the Contractor

The contractor shall deliver to the Engineer's representative at his office on the site a return in detail in such form and at such interval as the Employer/Engineer may prescribe showing the supervisory staff and the number of the several classes of labour from time to time employed on the site.

36.2 Variation in price: DELETED

36.2.1 Subsequent Legislation

If, after the date seven days prior to the latest date for submission of Bids for the Works, there occurs changes to any National or State Statute, Ordinance, Decree or other law or any regulation or bye-law of any local or other duly constituted authority or the introduction of any such statute ordinance, etc. which causes additional or reduced cost, the same shall be certified by the Engineer and shall be paid by or credited to the Employer and the Contract Price adjusted accordingly. Notwithstanding the foregoing such additional or reduced cost shall not be separately paid or credited if the same shall already have been taken into account in the indexing of any inputs to the price adjustments formula in accordance with the provisions of Sub-Clauses (1), (2), (3), (4) and (5) of this Clause.

The following items are not to be included in the price adjustment calculations:

- a. Liquidated Damages.
- b. Retention money withheld and released.
- c. Advance payments in the form of loan and their repayments.
- d. Value of any additional or varied work valued at current price.
- e. Payment to nominated subcontractors included as "Provisional sums" or "Prime cost" items in the Contract Price.

37.0 Taxation

The Contractor shall pay all taxes, duties, levies, work contract tax etc. of the Government provisions of the Income tax Act or as per the advice of the Income Tax Authority. Deduction of Income tax/ Works Contract tax/ other taxes shall be made from each certificate of payment as per the relevant provisions of the Income tax Act or as per the advice of the Income tax Authority/ other Competent Authority.

38.0 Co-ordination Meeting

The Contractor shall be required to attend co-ordination meetings with the Engineer, the Consultant and other Contractors during the period of Contract at any suitable place as instructed by the Engineer. All costs incidental to such interaction including providing vehicle shall be to the Contractor's account and no claim will be entertained by the Employer/Engineer on this account. The contractor shall ensure that the meeting is attended only by their officials/ representatives at appropriate level and as directed by Engineer.

38.1 Engineer's visit to site

The contractor/his representative shall be required to be present during periodical site visit of the engineer along with all the drawings and details required by the engineer and make a good vehicle available to the engineer at their own cost during his period of stay in town. The contractor will make all the places accessible for the smooth visit of engineer at site. The contractor will take all permissions and to make all the arrangements for visit of any place or any local authority concerned related to the works.

39.0 Special Applications

39.1 Site Information

The proposed Site for the Construction of 100 bedded MCH wing within the District Hospital campus at Balod at Chhattisgarh, under National Rural Health Mission scheme

39.2 Site Development

- a) Proper pumping arrangement should be maintained at site for removing water from the basement at no extra cost.

- b) Proper arrangement of security, safety, transportation, manpower, lighting arrangement to be maintained during execution of works at night.
- c) For rapid execution of work, contractor has to arrange their own tower crane, batching plant and others machinery, tools and tackles needed for the work as given in the submitted PQ document.
- d) As directed by Engineer Proper barricading to be made so that surrounding area free from disturbances. The specifications of barricading to be got approved by Engineer. External face of barricading to be nicely painted and written the name of Employer, consultant & project only. NO sign board of contractor is allowed unless permitted by engineer in writing.
- e) For diversion of under ground services proper arrangement to be made by the contractor with the approval of Engineer.

b) Statutory Requirements

Contractor is responsible for obtaining approval from local electrical inspector & water & Sewer line connection, tree cuttings, permission for borewell and others local Statutory bodies etc, if any, and any structure made / to be made of work, which is not in the approved plan, by the local authority. All the statutory expenditure if any shall incur towards payment to the local body for getting local Electric inspector, sewer line and water supply connection, any other statutory fees etc for Employer will be reimbursed on the production of proof of payment. The contractor will be promptly extended all assistance in this connection.

39.2.1 Contractor's Working Area

Suitable working area will be provided by the Engineer to the Contractor. The Contractor may have to carry out some cutting / filling work for making his working area. The cost of all such Works shall be deemed to have been included in the rates and prices quoted for the Works and no extra payment shall be made on this account.

39.2.2 Contractor's Temporary Structures

The Contractor may, at his own expense and subject to the approval of the Engineer and statutory authorities, construct offices, stores, Workshop in the area allocated to him and remove the same as per the orders of the Engineer on completion of Works. The Contractor shall furnish such details of his Temporary Works as may be called for by the Engineer and the Contractor shall satisfy the Engineer as to their safety and efficiency. Engineer may direct those Temporary work which he considers unsafe or inefficient be removed and replaced in a satisfactory manner. The Contractor shall immediately follow Engineer's directions/instructions.

The Contractor shall make his own arrangement at his own expense for labour camp / accommodation of his labour and staff and their conveyance to Site as no workers/ staff shall unless with the specific approval of the Engineer be allowed to stay within the Site. Gate passes shall be issued by the Engineer to authorise the Contractor's staff and workers to enter the Site.

39.2.3 Procurement of Various Materials

The Employer will not supply any construction materials required for the Works under this Contract. The Contractor must, therefore, make his own arrangements for timely procurement of various materials including steel and cement. Prior approval of each and every material including steel cement, aggregate, bricks etc or any other fittings & fixtures to be taken from engineer before its procurement to site. However in case of excessive delay in procurement of various materials, the engineer may also take decision of procurement of material directly and the cost will be recovered from the contractor.

39.2.4 Water Supply & Power Supply

The Contractor shall make his own arrangement for water supply at Site for drinking as well as construction purposes at his own cost. The Contractor shall also make his own arrangements for power supply at Site for construction, testing & commissioning of all services and general use at his own cost.

Non-availability of power supply and/or water from whatever source shall not entail any additional claims or extension of Contract period in this account. The contractor will provide water & electricity to the Engineer's office free of cost for the required quantity by the engineer's site office.