

Amendment -2

HSCC/MCC/PG-III/2009/HT WORKS

Dated 21.12.09

FAX

M/s -----

Subject : Supply, installation, testing commissioning of 11 KV/ 433 Volts HT Electrification Works (including construction of one HT Room and up- gradation of existing HT Room) for the upcoming Bio safety laboratory level 4 at MCC Complex, 130/1Sus Road Pashan, Pune

References :Tender Notice No. HSCC/MCC/PG-III/2009 Dated : 7/12/2009

Dear Sir,

This has references to the above.

The following Clarifications/Amendments –II may please be noted for compliance.

As per Clause no. 27.1 of ITB, defect liability period shall be 12 months (One Year) from the date of completion of work. List of approved makes is also enclosed.

In special conditions of the contract, additional conditions from clause no. 8 to 16.1 (copy enclosed) shall be the part of the tender documents.

In accordance with tender clause 6.0 of Instruction to bidders the above Clarifications/Amendments shall be part of the tender documents and bidders are requested to submit the same along with the other tender documents duly signed and stamped.

All other terms and conditions of the tender documents shall remain unaltered.

Thanking you,

Yours faithfully

(Anil Kumar)
General Manager (PG –III)

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SPECIAL CONDITIONS OF CONTRACT (IN CONTINUATION OF PAGE 24 OF VOLUME-I)

8. Registration / Licence : The firm should have registration with the appropriate authorities for the Works Contract Tax , VAT, ESI, PF, Labour Cess if applicable. In case the firm is not registered at the time of submission of bid, they will submit an undertaking that they will get themselves registered with the concerned authorities in case they are awarded the work.

9. 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 before commencement of works.

10.1 Care of Works

The Contractor shall take full responsibility for the care of the Works and materials and Plant for incorporation therein from the Commencement Date until the date of issue of the Taking-Over Certificate for the whole of the Works, when the responsibility for the said care shall subject to clause 10.1(b) pass to the Employer, Provided that:

- (a) if the Engineer issues a Taking-Over Certificate for any Section or part of the Permanent Works the Contractor shall cease to be liable for the care of that Section or part from the date of issue of the Taking-Over Certificate, when the responsibility for the care of that Section or part shall pass to the Employer, and
- (b) the Contractor shall take full responsibility for the care of any outstanding Works and materials and Plant for incorporation therein which he undertakes to or is otherwise required to finish during the Defects Liability Period until such outstanding Works have been completed pursuant to Clause 12.1 to 12.4.

10.2 Responsibility to Rectify Loss of Damage

If any loss or damage happens to the Works, or any part thereof, or materials or Plant for incorporation therein, during the period for which the Contractor is responsible for the care thereof, from any cause whatsoever, other than the risks defined in Sub-Clause 10.4, the Contractor shall, at his own cost, rectify such loss or damage so that the Permanent Works conform in every respect with the provisions of the Contract to the satisfaction of the Engineer. The Contractor shall also be liable for any loss or damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under Clause 12.1 to 12.4.

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10.3

Loss or Damage Due to Employer's Risk

In the event of any such loss or damage happening from any of the risks defined in Sub-Clause 10.4, or in combination with other risks, the Contractor shall, if and to the extent required by the Engineer, rectify the loss or damage and the Engineer shall determine an addition to the Contract Price in accordance with Clause 26.1 of ITB and shall notify the Contractor accordingly. In the case of combination of risks causing loss or damage any such determination shall take into account the proportional responsibility of the Contractor and the Employer.

10.4

Employer's Risks

The Employer's risks are :

- (a)
 - (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,
 - (iii) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
 - (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed,
- (b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract,
- (c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible,
and
- (d) any operation of the forces of nature (insofar as it occurs on the site) which an experienced contractor:
 - (i) could not have reasonably foreseen, or
 - (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
 - (A) prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - (B) insure against.

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11.1

Insurance of Works and Contractor's Equipment

The Contractor shall, without limiting his or the Employer's obligations and responsibilities under Clause 10.1 to 10.4, insure:

- (a) the Works, together with materials and Plant for incorporation therein, to the full replacement cost and it being understood that such insurance shall provide for compensation to be payable to rectify the loss or damage incurred.
- (b) an additional sum of 15 percent of such replacement cost, or as may be specified in Part II of these Conditions, to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature, and it being understood that such insurance shall provide for compensation to be payable to rectify the loss or damage incurred.
- (c) the Contractor's Equipment and other things brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site.

The insurance under clause 11.1 shall be issued by an insurance company which has been determined by the contractor to be acceptable to the Consultant.

11.2

Scope of Cover

The insurance in paragraphs (a) and (b) of Sub-Clause 11.1 shall be in the joint names of the Contractor and the Employer and shall cover:

- (a) the Employer and the Contractor against all loss or damage from whatsoever cause arising (including natural calamities, earthquake, subsidence, landslide, rock slide, flood, storm, cyclone, fire, theft, burglary, strike, riot, sabotage, terrorism), other than as provided in Sub-Clause 11.4, from the commencement date until the date of issue of the relevant Taking-Over Certificate in respect of the Works or any Section or part thereof as the case may be, and
- (b) the Contractor for his liability:
 - (i) during the Defects Liability Period for loss or damage arising from a cause occurring prior to the commencement of the Defects Liability Period, and
 - (ii) for loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses 12.1 to 12.4.

It shall be the responsibility of contractor to notify the Insurance Company of any change in the nature and extent of the works and to ensure the adequacy of the Insurance cover at all times during the period of contract.

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DEFECTS LIABILITY

12.1 Defects Liability Period

In these Conditions the expression "Defects Liability Period" shall mean the defects liability period named in the Appendix to Tender, calculated from:

- (a) the date of completion of the Works certified by the Engineer in accordance with Clause 27.1 of ITB.
- (b) the defect liability period shall be one year from the date of completion of project.

12.2 Completion of Outstanding Work and Remedying Defects

To the intent that the Works shall, at or as soon as practicable after the expiration of the Defects Liability Period, be delivered to the Employer in the condition required by the Contract, fair wear and tear excepted, to the satisfaction of the Engineer, the Contractor shall:

- (a) complete the work, if any, outstanding on the date stated in Taking-Over Certificate as soon as practicable after such date and
- (b) execute all such work of amendment, reconstruction , and remedying defects, shrinkages or other faults as the Engineer may, during the Defects Liability Period or within 14 days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to its expiration, instruct the Contractor to execute.

12.3 Cost of Remedying Defects

All work referred to in Sub-Clause 12.2 (b) shall be executed by the Contractor at his own cost if the necessity thereof is, in the opinion of the engineer, due to:

- (a) the use of materials, Plant or workmanship not in accordance with the Contract, or
- (b) where the Contractor is responsible for the design of part of the Permanent Works, any fault in such design, or
- (c) the neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract.

If, in the opinion of the Engineer, such necessity is due to any other cause, he shall determine an addition to the Contract Price in accordance with Clause 26.1 of ITB and shall notify the Contractor accordingly, with a copy to the Consultant.

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12.4 Contractor's Failure to Carry out Instructions

In case of default on the part of the Contractor in carrying out such instruction within a reasonable time, the consultant shall be entitled to employ and pay other persons to carry out the same and if such work, in the opinion of the Engineer, the Contractor was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall, after due consultation with the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly.

The Provisions of this Clause shall apply to all replacements or renewals of Plant carried out by the Contractor to remedy defects and damages as if the replacements and renewals had been taken over on the date they were completed.

The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a defect or damage. If only part of the Works is affected the Defects Liability Period shall be extended only for that part. In neither case shall the Defects Liability Period extend beyond 2 years from the date of taking over.

13.0 Samples & Catalogues

For HSCC approval, Contractor shall submit the samples & catalogue of the material, which are used at Site as per the approved makes.

14.0 Approval of Materials

14.1 All materials used on the Works shall be new and of the best quality available, conforming to the relevant specifications and as per good Engineering practice. Prior approval shall be obtained in writing from the Engineer for all materials proposed and when necessary, approved sample duly identified and labelled shall be deposited with the Engineer and shall be kept at Site. List of approved make indicates make/ manufacturer generally acceptable. Contractor shall submit the detail drawings for HSCC approval.

15.0 Inspection, Testing and Inspection Certificate

15.1 HSCC and authorised representative of HSCC shall have at all Reasonable times access to the Contractor's premises or Works and shall have the power at all reasonable time to inspect and examine the materials and workmanship during its manufacture or erection or if the part of works is being manufactured or assembled at other premises or works.

15.2 The Contractor shall arrange all the materials and labour required for inspection of equipment or for any testing to be carried out at his/ manufacturer's works or at Site. Notice for such inspection/ presence for testing shall be given to the Engineer by the Contractor at least fifteen (15) days in advance together with the routine test certificates of the equipments/ materials given by the manufacturer.

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15.3 Notwithstanding approval of tests or equipment by the Engineer, the Contractor shall be required to perform site tests and prove the correctness of ratings and performance of equipment/ machinery and materials supplied and installed by the Contractor as per the Contract specifications and conditions. Engineer shall have full power to order the material or work to be tested by an independent agency at the electrical Contractor's expense in order to prove soundness & adequacy.

16.0 Schedule & Manner of Operation

16.1 Time being the essence of this Contract, Contractor shall be expected to furnish all labour & material in sufficient quantities at appropriate time, expedite and schedule the work to meet the Engineer's requirement and so manage the operations that the work shall be completed in time as stated else where. In case of shut down of power supply, Contractor shall coordinate with Engineer and shall carry out essential works during the shut down period allowed by the Engineer. In case Engineer allows for such period during night or early morning hours, Contractor shall make all provisions to avail such account. Contractor shall not be entitled for any extra claims on such account. Contractor shall programme his work in such a way that items of work requiring presence of Engineer are carried out between 9 A.M. & 5 P.M. on working days.

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LIST OF APPROVED MANUFACTURERS FOR
SUBSTATION BSL-4 LAB AT MCC PUNE

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| 1. 11 KV VCB panel | <ul style="list-style-type: none">- Crompton Greaves- Siemens- L & T- Alsthom |
| 2.11 KV XLPE Cable- | <ul style="list-style-type: none">- Havell's- CCI- Nicco- Universal |
| 3. Trasformer | <ul style="list-style-type: none">- Cromptom Greaves- Kirloskar- GEC Alsthom |
| 4. Safety Equipment | <ul style="list-style-type: none">- ISI marked |
| 5. Main Protection Relay | <ul style="list-style-type: none">- GEC (Alsthom) or as approved by MSEB(Maharashtra State Electricity Board) |