



**CONSTRUCTION OF RESIDENTIAL QUARTERS FOR DOCTORS &
DHARAMSHALA FOR PATIENTS FOR TATA MEMORIAL CENTRE AT
PAREL, MUMBAI**

**Request for Proposal – Volume I
(NIT, ITT, SCC & EMPLOYERS REQUIREMENT)**

TENDER NO. HLL/ID/15/22

AUGUST 2015



HLL Lifecare Limited
(A Government of India Enterprise)

एचएलएल लाइफ़केयर लिमिटेड
(भारत सरकार का उद्यम)

(EPC CONSULTANT TO TATA MEMORIAL CENTRE)
Infrastructure Development Division
“Adarsh” TC 6/1781, Vettamukku,
Thirumala Post Office
Thiruvananthapuram-695006

Table of Contents

S. No	Description	Page No.
	Disclaimer	2
	Definitions	3
SECTION I – NOTICE INVITING TENDERS		
1	General	4
2	Scope of Work	7
3	Tender Prices and Schedule of Payment	13
4	Site Information	15
SECTION II – INSTRUCTION TO TENDERERS		
1	General	17
2	Tender Requirements	18
3	Tender Documents	18
4	Preparation of Tenders	20
5	Submission of Tenders	26
6	Tender opening and evaluation	27
7	Award of Contract	31
8	Performance Security	32
	Check List of Documents to be submitted with the tender	33
	Proforma of Forms – General (Forms A to E)	34
	Proforma of Forms – Qualification Particulars (Form T-1 to 6)	34
	Format for Financial bid	40
SECTION III - SPECIAL CONDITIONS OF CONTRACT		
	Special Conditions of Contract	57
SECTION IV – EMPLOYER’S REQUIREMENTS		
1	Introduction to the Project	68
2	Scope of Work	68
3	Requirements of Various Facilities	71
4	Generic Requirements	71
5	General Design Requirements	73
6	Documents to be submitted with design	74
7	Maintenance and Training Requirements	76
8	Periodical Progress Review	76
9	Quality Control	77
10	Tests after completion	77

DISCLAIMER

HLL Lifecare Limited, India (HLL) has prepared this document as EPC consultant to Tata Memorial Centre (TMC), Mumbai to give bidders, background information on the Project. The information is provided to bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document is not an agreement, is not an offer or invitation to any other party. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their bid. The information is not intended to be exhaustive. Bidders are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely solely on the information in RFP.

The information is provided on the basis that it is non – binding on Tata Memorial Centre (TMC), Mumbai, or HLL Lifecare Limited, any of its authorities or agencies or subsidiaries or any of their respective officers, employees, agents or advisors.

Tata Memorial Centre (TMC), Mumbai, reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting the Tender.

While HLL Lifecare Limited and TMC have taken due care in the preparation of the information contained herein and believe it to be accurate neither Tata Memorial Centre (TMC), Mumbai, nor HLL Lifecare Limited, any of its authorities or agencies nor any of their respective officers, employees, agents or advisors gives any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

No reimbursement of cost of any type will be paid to persons or entities submitting their Tender.

A. DEFINITIONS

“**Engineer**” means the person(s) nominated or appointed from time to time by HLL Lifecare Limited, the EPC consultant to TMC, as the Engineer in charge, who acts on behalf of the Employer under the contract.

“**Employer**” means TMC , who has invited bids for the project.

“**HLL**” means HLL Lifecare Limited, who is the EPC consultant to TMC for the project.

“**TMC**” means Tata Memorial Centre, Mumbai, India

“**DAE**” means Department of Atomic Energy, Government of India

“**Project**” means “Construction of Residential Quarters for Doctors & Dharamshala for patients for Tata Memorial Centre in Parel, Mumbai on ‘Design and Build’ basis.

“**Site**” means the place where the buildings and associated infrastructures are to be constructed.

“**Tender**” or “**Bid**” shall mean the offer submitted by a Tenderer in accordance with this document for the above project.

“**Tenderer**” means a firm that has submitted its Tender of Bid for the Project.

SECTION I

1. NOTICE INVITING TENDER (NIT)

1 1.1GENERAL

1.1.1 HLL Lifecare Limited on behalf of Tata Memorial Centre invites sealed tenders from short-listed Firms for **Construction of Residential Quarters for Doctors & Dharamshala for Patients for Tata Memorial Centre in Parel, Mumbai** on Design & Build Basis.

1.1.2 TMC invites sealed tenders from short listed bidders for the above-mentioned work (clause 1.1.1).

Approximate cost of work	Rs. 63 Crores (Rs. Sixty Three Crores only)
Tender Security amount	Rs. 73 Lakhs (Rs. Seventy three Lakhs only)
Cost of Tender form (Non-refundable)	Rs. 25,000/- (Rs. Twenty five Thousand Only) payable by a Demand Draft in favour of “HLL Lifecare Limited” at Thiruvananthapuram
Completion period of the Work	16 Months (Sixteen Months Only) from the date of issue of letter of acceptance
Tender documents on sale	From 14.08.2015 to 19.08.2015 (between 10:00 hrs to 17:00 Hrs) on working days or it can be downloaded from the website of HLL @ www.lifecarehll.com or website of TMC @ http://tmc.gov.in/
Last date for submission of queries	20.08.2015 at 2.00 pm
Date of Pre-Bid conference	24.08.2015 at 12.00 pm at Tata memorial centre, Parel, Mumbai
Last date for Issue of addendum	26.08.2015
Last Date & time for Submission of Tender	03.09.2015 at 14.00 hrs
Date & time of opening of Technical bid	03.09.2015 at 15.00 hrs

One set of tender documents (Non-transferable) can be obtained from the office of Deputy Vice President (Technical), HLL Lifecare Limited, (A Government of India Enterprise), ID Division, Adarsh, TC 6/1718,Vettamukku, Thirumala P.O., Thiruvananthapuram - 695006. (Ph: 0471 2365872/73) or it can be downloaded from the website of HLL @

www.lifecarehll.com or website of TMC @ <http://tmc.gov.in/> from 14.08.2015 to 20.08.2015.

In such cases, the cost of tender document of Rs. 25,000/- shall be submitted in the form of Demand draft from any scheduled bank in favour of HLL Lifecare Limited payable at Thiruvananthapuram along with the RFP document.

1.2 POINTS TO BE NOTED

- 1.2.1 Works envisaged under this contract are required to be completed in all respects within the period of completion mentioned above.
- 1.2.2 Applicant should be an Indian firm and fulfill the criteria set out in para 2.1 to 2.3 of Section II, Instructions to Tenderers (ITT).
- 1.2.3 This tender is to be submitted in two parts i.e. **TECHNICAL PACKAGE** and **FINANCIAL PACKAGE**. Technical package is to be submitted in two parts, **Part-I** shall consist of tender security & tender document fee, tender information/details for the tenderer and **Part -II** shall be the Technical proposal.
- 1.2.4 Applicant must not have been blacklisted or deregistered by any govt. agencies or public sector undertaking during last 7 years.
- 1.2.5 The net worth of the firms during last three years should not be negative
- 1.2.6 Tender (RFP) documents consist of:

Request for Proposal - Volume I

- Notice Inviting Tender (NIT)
- Instructions to Tenderers (ITT) (Including Annexures)
- Special Conditions of Contract (SCC)
- Employers requirements

Request for Proposal - Volume II

- General Conditions of Contract (GCC)

Request for Proposal - Volume III

- Indicative concept Plans of proposed facilities

Request for Proposal - Volume IV

- Design Requirements and Specifications for buildings & services

- 1.2.7 The Contract shall be governed by the documents listed in Para 1.2.6 above as also the relevant standards and specifications, which may be purchased from the market.
- 1.2.8 Tenderers may obtain further information in respect of these tender documents from the office of the Deputy Vice President (T), HLL Lifecare Limited, ID Division, Adarsh, TC 6/1718, Vettamukku, Thirumala P.O., Thiruvananthapuram - 695006
- 1.2.9 All Tenderers are hereby cautioned that tenders containing any material deviation or reservation as described in Clause 6.4 of “Instructions to Tenderers” and/ or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and shall be summarily rejected.
- 1.2.10 **The offers of Tenderers who fulfill the minimum requirements as specified in para 2.1 to 2.3 and para 6.5.1 of Section II (ITT) only shall be evaluated further.**
- 1.2.11 TMC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the TMC for rejection of his proposal.

**For and on behalf of TMC
Deputy Vice President (T), HLL Lifecare Limited**

2. SCOPE OF WORK

2.1 GENERAL

2.1 The work involves Project Planning, Design, Construction and procurement, installation, testing & commissioning of equipments for the Construction of Residential Quarters & Dharamshala for Patients for TATA Memorial Centre at Parel, Mumbai. The construction has to be carried out in plot No.3/330 adjacent to Haffkine Institute and the upcoming TATA Memorial Hospital for the Women & Children Cancer Wing and Hadron Beam facility.

2.2 The EPC Developer has to submit a minimum of two alternatives of concept plans suiting the employer's requirements and the most suitable option will be finalized by the employer after discussions with end users with or without any modifications. The scope of works as mentioned below consists of three options and the EPC developer to provide atleast two alternative concept plans for each option.

2.3 WORK CONTENT

2.3.1 Brief Scope

The project has the following components:-

- **RESIDENTIAL QUARTERS:** Construction of residential quarters which will be used by the Resident Doctors and / or PG students and / or combination of both. The proposed facility shall have 200 rooms of **identical sizes which may be used for either single or double beds**– all rooms shall be self content. The proposed facility shall have a community center, cafeteria & supporting kitchen, general administration & store for related supplies. The building shall have minimum footprint of (more of vertical development, preferably 15/24 storied as per the regulations of local planning authorities and prevailing Development Control Rules). The total built up area shall be about 12,000 Sq. M. Functional Gymnasium and Common place to collect letters shall also be included in the design.
- **DHARAMSHALA:** The proposed facility will be used by the patient & his/her attendant/caretaker. The proposed facility shall have 200 numbers of patient beds. One additional bed has to be provided in each room for the patient care taker. The proposed facility shall have dormitory/semi privet/privet beds with 01/02/03/04 beds per room. The proposed facility shall have a community center, canteen & supporting kitchen, store for related supplies, general

administration, community kitchen, lockers, cloth washing & drying area, etc. The building shall have minimum footprint (more of vertical development, as per the regulations of local planning authorities and prevailing Development Control Rules). The total built up area shall be about 4600 Sq. M.

Facilities to be provided for both Doctors quarters & Dharamshala

- Dry Pantry, Trash Room & Janitor room shall be provided on all the floors
- Care Taker Room, Reception & Office Area
- Refuge area as per norms shall be provided
- Cafeteria shall be provided independently for quarters & dharamshala in one floor.

CAR PARKING – About 300 Car Parking lots & 100 parking lots for bikes shall be provided. Multi Level car parking (approx.200-220 number of cars) and surface car parking of approx.80-100 numbers shall be considered. Besides the above, a **Basement floor** shall be provided for centralized kitchen for the building, engineering services and a Laundromat.

OPTION – 1 – TOTAL SCOPE

Under this option the EPC developer shall consider the construction of structure and entire finishing works including all MEP services and terrace finishes for the entire quarters and dharmashala building and MLCP block.

OPTION-2 – FINISHES UPTO 10th FLOOR

Under this option the following needs to be considered as the scope of works:

Completion of entire civil structure (core and shell) for the quarters and dharmashala.

All external block works including external plastering upto to terrace floor.

All internal partition walls including all finishing works upto to 10th Floor (Basement + Ground + 10 floors). Completion of all MEP works like Electrical, Plumbing, Fire fighting and other building services upto 10th floor.

Internal partition walls required for highside MEP works like service ducts, electrical rooms, etc. to be considered from 10th floor onwards. Only high side MEP services to be provided above 10th floor. Only OHT and Lift Machine room to be considered in terrace floor.

About 300 Car Parking lots & 100 parking lots for bikes shall be provided. Multi Level car parking (approx.200-220 number of cars) and surface car parking of approx.80-100 numbers shall be considered.

OPTION-3 – FINISHES UPTO 7TH FLOOR

Under this option the following needs to be considered as the scope of works:

Completion of entire civil structure (core and shell) for the quarters and dharmashala.

All external block works including external plastering upto to terrace floor.

All internal partition walls including all finishing works upto to 7th Floor (Basement + Ground + 7 floors). Completion of all MEP works like Electrical, Plumbing, Fire fighting and other building services upto 7th floor.

Internal partition walls required for highside MEP works like service ducts, electrical rooms, etc. to be considered from 7th floor onwards. Only high side MEP services to be provided above 7th floor. Only OHT and Lift Machine room to be considered in terrace floor.

About 300 Car Parking lots & 100 parking lots for bikes shall be provided. Multi Level car parking (approx.200-220 number of cars) and surface car parking of approx.80-100 numbers shall be considered.

- The plan for doctor's quarters and dharmashala should consider the future development of hadron beam treatment facility and Women & Children hospital in the same plot having same survey number and shall also design so as to achieve maximum allowable FSI.
- The total builtup area for the proposed hospital building shall be of about 4.5 lakhs Sq.Ft standalone building.

The total ground coverage of both the buildings should not exceed the maximum allowable ground coverage as per prevailing DCR and should also tap the maximum development potential of the entire plot.

The scope of work consists of Project planning (concept plan (atleast two alternatives to be submitted for each option), corporation plan, working drawings), design, construction, procurement, installation, testing and commissioning of MEP services including but not limited to Electrical, DG sets, PHE, Fire Protection System, Lifts, STP/ETP, WTP, PA system, CCTV, Solar water heating, UPS, etc. and integrated commissioning of the above facilities. The scope also includes the external development works like leveling, horticulture, street lighting, signage, etc. All the buildings shall be designed on the basis of concept plans and executed as per relevant codes, Technical Specifications, conceptual / layout drawings and statutory regulations.

- The design / drawings submitted by the EPC developer will be got proof checked by the EPC consultant from IIT. In case it has to be redesigned as per the instruction from IIT, the additional cost of proof checking if any for the revised design/ drawings has to be borne by the EPC developer.

The work shall, inter-alia, include the following:

- i. Master Planning including functional analysis, workflow analysis giving due regard to the Hadron Beam (Proton Therapy facility and Women & Children Cancer wing with in-patient facility which will come up in the same plot.
- ii. Design development based on the indicative concept plans (vol III) including preparation of architectural brief, design concept (a minimum of 2 options based on the employer's requirements), concept for services etc.
- iii. Detailed design engineering including architectural design and construction documents (based on the approved option), structural engineering, electrical engineering, DG sets, Lifts, PHE, ventilation plans, communication and networking plan, fire detection and protection plan and waste management, car parking, substation, STP/ETP, WTP, RWH, Solar water heater system, CCTV, PA System, Additional FSI, Internal roads, street lighting, landscaping, site logistics including emergency evacuation, signages etc.
- iv. Site clearance and dismantling of obstructions and tree cutting for locating the buildings as shown in the Master Plan (RFP Volume III), before commencement of work after obtaining all statutory approvals.
- v. Getting all required approvals / permissions / permits of the statutory / local / governmental agencies
- vi. Building construction and installation of all services and making all the building services fully and functionally operative.
- vii. Procurement and installation of internal and external signages
- viii. Repairs to existing compound wall during construction and other necessary works anywhere in plot no.3/330. In case of occurrence of any damage to the existing compound wall due to EPC developer's activities during construction, the same shall be suitably reconstructed to the satisfaction of the employer.
- ix. All aspects of quality assurance, including testing of equipments and other components of the work
- x. Project Management to ensure completion of Project as per the specified timelines

- xi. Providing House Keeping facilities during the entire duration of progress of work and maintaining the site neat.
- xii. Submission of the completion (i.e. 'as-built') drawings in 5 sets and other related documents. A soft copy in Auto CAD or other similar software as required by the Employer and statutory authorities shall also be submitted.
- xiii. Clearance of site before Handing over of the facilities after fulfilling all the obligations under "Employer's Requirement"
- xiv. Rectification of defects (if any) in Defects Liability Period

2.3.2 Design criteria to be specified with the proposal by the Tenderer

The design of the tenderer shall conform to National Building Code 2005 and National Electrical Code. It should be complete in all respects as per international best practices. Detailed design including the design criteria, codes and standards and specifications of the materials to be used for the design should be submitted by the Tenderer along with his proposal. Other documents as detailed in Employer's Requirements and Sub-clause 4.2.4 of Instruction to Tenderers should be submitted along with the design.

2.3.3 Reference to the Standard Codes of Practice

2.3.3.1 All Standards, Technical Specifications and Codes of practice referred to shall be latest editions including all applicable official amendments and revisions. The EPC developer shall make available at site hard copies of all relevant Indian Standard Codes of practice as applicable.

2.3.3.2 Wherever Indian Standards do not cover some particular aspects of design/ construction, relevant International Standards shall be referred to. The EPC developer shall make available at site such standard codes of practice.

2.3.3.3 In case of discrepancy among Standard codes of practice, Technical Specifications and provisions in Employer's Requirements, the order of precedence shall be as below:

- i) Provision in General Requirements of Employer's Requirements
- ii) Technical Specifications in Employer's Requirements,
- iii) Standard Codes of Practice.

In case of discrepancy in reference to Standard Codes of Practice, the order of precedence shall be BIS, IRC, BS, ASTM, DIN.

2.3.4 Dimensions

The levels, measurements and other information concerning the existing site as shown on the conceptual / layout drawings are believed to be correct, but the tenderer should verify them for himself and also examine the nature of the ground as no claim or allowance whatsoever shall be entertained on account of any errors or omissions and

commissions in the levels or strata turning out different from what is shown on the drawings.

2.4 TIME SCHEDULE

The tenderer shall submit with the tender “Time Schedule” for completion of various portions of works. This schedule is to be within the overall completion period of **16 months, including the time period for getting approvals/permissions/permits from the statutory authorities including Occupancy / Completion Certificate**. The detailed programme in the form of a Critical Path Method (CPM) network shall include all activities starting from design to completion.

3. TENDER PRICES AND SCHEDULE OF PAYMENT

3.1 TENDER PRICES

- a. Unless explicitly stated otherwise in the Tender Documents, the Contract shall be for the whole Work and payment shall be based on the milestones as accepted in the Contract.
- b. The design notes, calculations, specifications, dimensioned drawings and milestone schedules prepared by the tenderer in respect of technically acceptable proposal shall be for limited purpose of prima facie evaluation for determining its technical acceptability, price and construction time.
- c. Irrespective of the estimated quantities and /or dimensioned details for various items of work as furnished in the design notes, calculations, specifications or outline/ dimensioned drawings accompanying the tender for the work, the successful tenderer shall carry out all modifications or alterations that may, during the scrutiny of the detailed designs and working drawings, or during construction be considered necessary in the opinion of the Engineer for meeting the Employer's Requirements.
- d. The tenderer shall include in his quoted price all taxes (VAT, Service Tax etc.), fees, and all other levies, payable by the tenderer under the Contract. Any change in indirect taxes like WCT, Service tax or any other taxes/ duties after the last date of receipt of tender will be reimbursed by the client on submission of proof of remittance. For change in direct taxes, no reimbursement will be there.
- e. The Payment shall be in accordance with the provisions of Clauses 14.0 and 15.0 of the General Conditions of Contract.

3.2 SCHEDULE OF MILESTONES

S. N	Milestone	% of constn. value
1.	Submission of Detailed Design for buildings along with all required attachments	2%
2.	On approval of architectural concept plan by Employer (based on HLL's recommendation)	2%
3.	On obtaining plan sanction and commencement certificate from all concerned authorities and on mobilization of resources for commencement /start up of construction activities	1%
4.	On mobilization of all construction machinery / equipments like batching plant with silos, DG set for backup power, etc. and obtaining	1%

	construction power supply	
5.	On completion of excavation works for foundation including earth protection, if necessary	1%
6.	On completion of foundation works	1%
7.	On completion of basement structure works	2%
8.	Completion of basic structure of buildings on prorate basis (RCC Frame & BW)	40%
9.	Supply & installation of MEP equipments	15%
10.	Completion of building including finishing & services on prorate basis	20%
11.	Successful commissioning and trial run of service	5%
12.	On obtaining Completion / Occupancy Certificate from all statutory authorities and permanent power supply and water and sewerage connections from concerned departments and GRIHA Certification	5%
13.	Taking over of works by HLL & TMC	5%
	Total	100%

Payment to EPC Developer

Based on the certification of EPC Consultant, the payment to the EPC developer shall be released by TMC. The contract agreement shall be executed between TMC & EPC developer.

4. SITE INFORMATION

4.1 WORK SITE

- 4.1.1 The project site is located in the plot No.3/330 adjacent to Haffkine Institute adjacent to the upcoming TATA Memorial Hospital for the Women & Children Cancer Wing & Hadron Beam facility.
- 4.1.2 The EPC developer shall plan his works keeping in view availability of space, approach to site, time and construction activities for the 'Construction of Women & Children Cancer wing and Setting up of hadron facility" at the same plot which may commence in near future.

4.2 GENERAL

- 4.2.1 TMC campus is situated in Parel, Mumbai in India.
- 4.2.2 Main language spoken in the region is Marathi. However, Mumbai being a cosmopolitan city also accepts several other languages such as Gujarati, Kannada, English, Telugu, Konkani, Dangii, Varhadii and Hindi.
- 4.2.3 The Climate of Mumbai is a tropical wet and dry climate. Mumbai's climate can be best described as moderately hot with high level of humidity. Its coastal nature and tropical location ensures temperatures won't fluctuate much throughout the year. The mean average is 27.2 °C and average precipitation is 242.2 cm (95.35 inches)
- 4.2.4 Mumbai experiences four distinct seasons: Winter (December–Feb); Summer (March–May); Monsoon (June–Sep); and Post-Monsoon (Oct–Dec).

4.3 Site map.



SECTION-II

INSTRUCTIONS TO TENDERERS (ITT)

1.0 GENERAL

1.1 The Proposal

2.4.1 HLL Lifecare Limited on behalf of TMC (hereinafter also referred as Employer) invites sealed tenders from short-listed EOI applicants for the **Construction of Residential Quarters & Dharamshala for Tata Memorial Centre in Parel, Mumbai**, on 'Design & Build' basis.

The tender papers consist of the documents as specified in Clause 1.2.6 of NIT, along with their Annexures, appendices, addenda and errata if any.

Tenderers should procure relevant standards and specifications referred from the market.

Tenders shall be prepared and submitted in accordance with the instructions given herein.

1.2 Address for Communication

Deputy Vice President (T)
HLL Lifecare Limited,
Infrastructure Development Division,
"Adarsh", T.C 6/1718(1),
Vettamukku, Thirumala PO,
Thiruvananthapuram- 695 006.
Phone - 0471 2365873/72
Fax – 0471 2368144
Email: cmhllid@lifecarehll.com

1.3 Some essential data/requirements pertaining to this Tender along with reference to Clause Number of this Volume where full details have been given are detailed below (also refer Clause 1.2 of NIT):

- a. Date and time of opening of tender (Clause 1.1.2 of NIT) is 03.09.2015, 15:00 Hrs.
- b. Period for which the tender is to be kept valid (Clause 4.7), **180 days** from the last date of submission of Tender.

- c. Commencement of Contract Period (Form A), from the date of issue of LOA
- d. Defects Liability Period (Form A) **12 months** from the date of issue of “Taking over Certificate”.
- e. Period of completion (Form A) **16 Months** from the date of issue of “Letter of Acceptance”.
- f. Validity Period for Performance Security (Form D) **6 months** from the date of expiry of “Defects Liability Period”

2.0 TENDER REQUIREMENTS

2.1 All tenders submitted shall include the following information:

2.2 General information of the Tenderer shall be furnished in Form T-I. Copies of original documents defining the constitution and legal status, certificate of registration and ownership, principal place of business of the company, corporation, firm or partnership shall also be required to be furnished.

2.3 The Tenderers to qualify for award of Contract shall submit a written power of attorney authorizing the signatory (ies) of the tender to commit the Tenderer.

2.4 The authorized signatory of the Tenderer shall sign each page of tender. Power of Attorney in favour of the signatory will be required to be furnished as detailed in Clause

2.5 Cancellation or creation of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the Tender/Contract shall be communicated forthwith in writing by the Tenderer to TMC, through HLL

2.6 Each Tenderer, or any associate will be required to confirm and declare in the tender submittal that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract. They will have to further confirm and declare in the submittal that no agency commission or any payment, which may be construed as an agency commission, has been, or will be paid and that tender price will not include any such amount.

3.0 TENDER DOCUMENTS

3.1.1 CONTENTS OF TENDER DOCUMENTS

3.1.2 The Tenderer is expected to examine carefully all the contents of the tender documents as mentioned in Sub-clause 1.1 including instructions, conditions, forms, terms, Employer’s requirements and take them fully into account before submitting his offer. Failure to comply with the requirements as detailed in these documents

shall be at the Tenderers own risk. Tenders which are not responsive to the requirements of the tender documents will be rejected.

3.2 CLARIFICATION ON TENDER DOCUMENTS

3.2.1 While all efforts have been made to avoid errors in the drafting of the tender documents, the Tenderer is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

3.2.2 A prospective Tenderer requiring any clarification of the tender documents may notify the Officer-in-charge in writing or by Tele-fax at the Officer-in-charge's mailing address indicated in Clause 1.2 of ITT. The Officer-in-charge will respond in writing to any request for clarification which he receives prior to dead line mentioned in Clause 1.1.2 of NIT. Written copies of the Officer-in-charge's response (including an explanation on the query but without identifying the source of the inquiry) will be sent to all prospective Tenderers who have received the tender documents. Only written communications/ clarifications can be considered as valid.

3.2.3 **A pre bid conference will be held on the date specified in Clause 1.1.2 of NIT.**

3.2.4 The intending bidders should use the opportunity in pre bid meeting to gather all necessary data required for preparation of their bids. The modifications if any and decisions taken during the pre bid meeting shall be final and it will form part of the RFP documents.

3.3 AMENDMENT TO TENDER DOCUMENTS

3.3.1 At any time prior to the deadline for the submission of tenders, TMC/HLL may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Tenderer, modify the tender documents by an amendment.

3.3.2 The said amendment in the form of an addendum will be sent to all prospective Tenderers who have received the tender documents, on or prior to last date mentioned in Clause 1.1.2 of NIT. This communication will be in writing or by Tele-fax and the same shall be binding upon them. Prospective Tenderers should promptly acknowledge receipt thereof by Tele-fax to the Officer-in-charge.

3.3.3 In order to afford prospective Tenderers reasonable time for preparing their tenders after taking into account such amendments, TMC may, at his discretion, extend the deadline for the submission of tenders in accordance with Clause 1.1.2 of NIT.

4.0 PREPARATION OF TENDERS

4.1 BIDDERS' RESPONSIBILITY AND SITE VISIT

4.1.1 The Tenderer is solely responsible for the details of his bid and the preparation of bids. In no case shall TMC/HLL be responsible for any part of the tender documents submitted by him. Any Site information given in this tender document is for guidance only. The Tenderer is advised to visit and examine the Site of Works and its surroundings at his/their cost and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a Contract.

4.1.2 Irrespective of whether the Tenderers have attended the pre bid conference or not, they shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Tender.

4.1.3 The EPC developer shall be responsible for the design of the Works and for the accuracy of such Employer's Requirements (including design criteria and calculations)

4.1.4 The Employer shall not be responsible for any error, inaccuracy or omission of any kind in the Employer's Requirements as originally included in the Contract and shall not be deemed to have given any representation of accuracy or completeness of any data or information. Any data or information received by the EPC developer, from the Employer or otherwise, shall not relieve the EPC developer from his responsibility for the design and execution of the Works.

4.2 DOCUMENTS COMPRISING THE TENDER

TECHNICAL PACKAGE

4.2.1 **The technical package, clearly labeled as “TECHNICAL PACKAGE”, has to be submitted in two parts**, Part-I shall consist of information of applicants and Part -II is the Technical proposal.

Part –I shall comprise the followings:

- a. Covering letter for the Bid
- b. Checklist for the enclosed documents in the format as appendix 1
- c. Tender Security in original in a separate sealed and duly marked “Tender Security” envelope in the format attached as Form B,

- d. Cost of tender document in a separate sealed envelope and duly marked “Cost of tender fee”
- e. Income tax clearance certificate for the last five years
- f. Attested Copy of Power of Attorney (in favour of the Authorised Signatory of the Tenderer) to submit tender,
- g. Relevant Experience for the projects
- h. Financial Data for the past five years
- i. Net Working Capital in the form T-V
- ii. Net cash flow in the Form T-V
- iii. Annual Turnover from similar design and build projects in the form T-V

The Tenderer should validate the data provided as above using suitable documentary evidence such as client certificates, audited balance sheets, annual reports etc clearly giving the reference to the evidence in front of the relevant portion.

- i. Technical and organizational capability
 - i. Number of Technical staff proposed for this project in the Form T-III
 - ii. Academic qualification of the staff in the Form T-III
 - iii. Experience of the proposed staff in the Form T-III

4.2.2 In addition to above, following information shall also be furnished in Part-I of technical package:

- (a) An organization chart with assignment of each key staff member (identified by name), duration & timing together with clear description of the responsibilities of each key staff member within the overall work programme. The minimum level of supervision and qualification/experience of Site-staff is given under Annexure – A.
- (b) The name, background and professional experience of each key staff member to be assigned to the project, with particular reference to his experience of a nature similar to that of the proposed assignment. The majority of the key staff shall be regular members of the firm for at least six months (CV format in Form T-III).

4.2.3 The tenderer shall furnish details of agency/sub EPC developer proposed to be hired for the Construction Work as well as those available as on date in Part I of

technical package. Bio data of employee on the roll of the developer shall be submitted who will be at site for execution, their interviews will be taken by EPC Consultant.

4.2.4 4.2.4 Part –II shall comprise the followings:

(a) Tender documents as listed in Clause 1.2.6 of NIT

(b) Technical Proposal

The proposal should cover in detail the following:

- i. Understanding and comprehension of the work involved.
- ii. The general approach and methodology proposed for carrying out the services covered in the Scope of Work, including such detailed information as deemed relevant. Apart from above, EPC developer shall give details and numbers of equipment including their source, to be mobilized for the project with an assurance that equipment mobilized would be able to conduct work as per specifications in stipulated time schedule.
- iii. Detailed work plan, detailed design documents mentioned in Clause 2.1 of Section I (NIT), master plan and design of the project containing the following
 - a) Space Requirements
 - b) Service Requirements (Area Wise), Structural Systems etc.
 - c) Standards and specifications/Make of materials being followed in the design and for materials to be used in a consolidated tabular form
- iv. List of vendors from whom the materials and equipment are planned to be procured in a consolidated tabular form
- v. The details of the concept and technology and softwares used in the design.
- vi. A program implementation schedule with broad list of activities, timelines and milestones (Hard and soft copy). A detailed overall work programme and a bar chart indicating the duration and timing of all major activities, manpower deployment. Bar chart shall be made showing the activity to be performed for the project along with duration of each activity on a weekly basis.
- vii. A detailed cash flow bar chart indicating the project expenses along with duration on a fortnightly basis.
- viii. Proposed quality plan as per requirements of ISO: 9001:2008

- ix. A walk through presentation of the proposed facilities. The bidders shall make a presentation to the Technical Committee of the employer when called upon to do so.

4.2.5 No information relating to financial terms of services should be included in the Technical Proposal.

FINANCIAL PACKAGE

4.2.6 The financial package, clearly labeled as “ FINANCIAL PACKAGE” will contain the following:

- i. Form of tender and Appendix thereof (Form A).
- ii. Financial Bid of the Tenderer as per Form C.

4.2.7 The financial proposal should be separately completed and submitted in a separate sealed envelope in the Format prescribed in Form C. The final prices shall be entered in the Form of Tender. These prices should include all costs associated with the contract. **The financial proposal shall be separately submitted for each of the three options mentioned under the scope of works.**

4.2.8 Documents to be submitted by the Tenderer under technical and financial packages have been described under the respective Clauses 4.2. This list of documents has been prepared mainly for the convenience of the Tenderer and any omission on the part of TMC/HLL shall not absolve the Tenderer of his responsibility of going through the various clauses in the Tender Documents including the specifications and to submit all the details specifically called for (or implied) in those clauses.

4.2.9 All documents issued for the purposes of tendering as described in Clause 1.1, and any amendments issued in accordance with Clause 3.3 shall be deemed as incorporated in the Tender.

4.3 TENDER PRICES

4.3.1 The Tenderer is required to quote for all the items as per tender documents.

4.3.1 **The Tenderer shall quote his price in Form-C (Format for Financial Bid). The total price quoted should be final and should be for undertaking the entire project in all respects as per the RFP document.**

4.3.2 Prices quoted by the Tenderer, will include all tax liabilities, statutory payments like PF, ESI, etc., applicable Labour Cess and the cost of insurance to this contract. There will be no variation in the Contract Price quoted by the Tenderer on any account. **Any change in indirect taxes like WCT, service tax or any other taxes/ duties after**

the last date of receipt of tender will be reimbursed by the client on submission of proof of remittance. For change in direct taxes, no reimbursement will be there.

- 4.3.3 The Tenderer shall keep the contents of his tender and rates quoted by him confidential.
- 4.3.4 The Tenderer shall utilize Indian labour, staff and materials to the maximum extent possible in execution of Works.
- 4.3.5 TMC will enter into CMC with the supplier/vendor at the rates to be separately quoted by the EPC Developer. This CMC rate will not be considered for the evaluation of lowest bidder.**

4.4 COST OF TENDERING

- 4.4.1 The Tenderer shall bear all costs associated with the preparation and submission of his tender and TMC/HLL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

4.5 LANGUAGE OF TENDER

All tender documents shall be in English.

4.6 CURRENCY OF THE TENDER

Tender prices shall be quoted in Indian Rupees only.

4.7 TENDER VALIDITY

- 4.7.1 The tender shall remain valid and open for acceptance for a period of 180 days from the date of opening of the tenders.
- 4.7.2 In exceptional circumstances, prior to expiry of the original tender validity period, TMC may request the Tenderers for a specified extension in the period of validity. The request and the response thereto shall be made in writing or by Tele-fax. The Tenderer shall not be required or permitted to modify his tender but shall be required to extend the validity of his tender security correspondingly.**

4.8 TENDER SECURITY

- 4.8.1 The Tenderer shall furnish, as tender security, an amount as mentioned in Clause 1.1.2 of NIT.

- 4.8.2 The tender security will be in the form of a Bank Guarantee from a Scheduled Commercial bank in India acceptable to the Employer. The format of the Bank Guarantee shall be generally in accordance with the sample form of tender security (Form B) included in this volume of tender documents. Other formats may be permitted subject to the prior approval of TMC/HLL. Bank guarantees shall be irrevocable and operative for a period not less than 30 days beyond the validity of the tender (i.e. 210 days from the last date of tender). The Tender Security shall be endorsed/pledged in favour of HLL and shall be submitted in a separate envelope super scribed "Tender security for *Construction of residential quarters for Doctors and Dharamshala for patients for Tata Memorial Centre in Parel, Mumbai*".
- 4.8.3 Any tender not accompanied by an acceptable tender security will be summarily rejected by the TMC/HLL and shall be treated as non-responsive.
- 4.8.4** The tender securities of unsuccessful Tenderers shall be discharged/returned by TMC/ HLL as promptly as possible as but not later than 30 days after the expiration of the period of tender validity as defined in Clause 4.7.
- 4.8.5 The tender security of the successful Tenderer shall be returned upon the Tenderer executing the Contract Agreement and the required performance guarantee for performance, as mentioned in Clause 8.0.
- 4.8.6 The tender security shall be forfeited:
- a. if a Tenderer withdraws his tender during the period of tender validity, or
 - b. if the Tenderer does not accept the correction of his tendered price in terms of Clause 6.5, or
 - c. in the case of a successful Tenderer, if he fails to :
 - i. furnish the necessary performance guarantee for performance as per Clause 8.0 and/or
 - ii. enter into the Contract within the time limit specified in Clause 7.4
- 4.8.7 No interest will be payable by TMC/HLL on the tender security amount cited above.

4.9 INCOME TAX CLEARANCE

The Tenderer shall provide income tax clearance certificate for the past five years in Part 1 of the technical bid.

4.10 POWER OF ATTORNEY

Power of Attorney duly notarized and on a stamp paper of an appropriate value, issued and signed by the member authorizing the person signing the tender documents to sign documents, make corrections/ modifications and interacting with

TMC/HLL and acting as the contact person shall be submitted along with Part 1 of the technical bid.

4.11 FORMAT AND SIGNING OF TENDERS

4.11.1 The tender documents (technical package Part 1 and 2 and financial package) shall be stamped and signed on all pages by a person duly authorized to sign the tender documents. The Tenderer shall also submit a power of attorney authorizing the person signing the documents in accordance with Clause 4.10 of the Instruction to Tenderers.

4.11.2 Entries to be filled in by the Tenderer shall be typed or written in indelible ink.

4.11.3 The complete tender shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by TMC/HLL, or as necessary to correct errors made by the Tenderer. The person or persons signing the tender shall initial all amendments/corrections.

4.11.4 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

5 SUBMISSION OF TENDERS

5.1 SEALING AND MARKING OF TENDERS

5.1.1 The Tenderer shall follow the procedure as indicated below:

5.1.2 Each tender will be submitted in two sets one marked “Original” and the other marked “Copy” (Copy should be photocopy of ‘original’).

5.1.3 Each set containing the two packages, TECHNICAL PACKAGE and FINANCIAL PACKAGE shall be sealed in two separate envelopes clearly marked as “Original” and “Copy”. The two envelopes shall be wrapped in an outer envelope addressed to The Deputy Vice President (T), HLL Lifecare Limited, Infrastructure Development Division, “Adarsh”, TC.6/1718 (1), Vettamukku, Thirumala P.O, Thiruvananthapuram – 695 006 duly super scribing on top, tender number, name of work and time and last date for submission. The envelope should also bear the name and address of the Tenderer.

5.1.4 The contents of Technical Package and Financial Package shall be as detailed under Clause 4.2 herein.

5.1.5 No responsibility will be accepted by the TMC/HLL for the misplacement or premature opening of a tender, not sealed or marked as per aforesaid instructions.

5.2 SUBMISSION OF TENDERS

5.2.1 Tenders should be submitted to:

The Deputy Vice President (T),
HLL Lifecare Limited,
Infrastructure Development Division,
“Adarsh”, T.C 6/1718(1), Vettamukku,
Thirumala PO, Thiruvananthapuram- 695 006

The last date for submission of completed tenders is given in Clause 1.1.2 of NIT. The TMC/HLL may, at their discretion, extend this date for the submission of tender by amending the Tender Documents in accordance with Clause 3.3, in which case all rights and obligations of the TMC/HLL and the Tenderer previously subject to the original date shall thereafter be subject to the new deadline as extended. If such nominated date for submission of tender is subsequently declared as a Public Holiday, the next official working day shall be deemed as the date for submission of tender.

5.2.2 Tenders shall be submitted by hand or through registered post or courier service at the address mentioned in Sub Clause 5.2.1. TMC/HLL shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of the tender in time.

5.2.3 Tenders sent telegraphically or through other means of transmission (Tele-fax etc.), which cannot be delivered in a sealed envelope shall be treated as defective, invalid and shall stand rejected.

5.3 LATE TENDERS

Any tender received in Office of the **Deputy Vice President (T)**, after the deadline prescribed for submission of tenders in Clause 1.1.2 of NIT herein will be returned unopened to the Tenderer.

6 TENDER OPENING AND EVALUATION

6.2 TENDER OPENING

6.1.1 The TMC/HLL will open the Tenders in the presence of Tenderers or their representatives who choose to attend on date & time as mentioned as per Clause 1.1.2 of NIT in the office of The Deputy Vice President (T), HLL Lifecare Limited, Infrastructure Development Division, “Adarsh”, T.C 6/1718(1), Vettamukku, Thirumala PO, Thiruvananthapuram- 695 006. If such nominated date for opening of Tender is

subsequently declared as a Public Holiday, the next official working day shall be deemed as the date of opening of the tender. The Tender of any Tenderer who has not complied with one or more of the foregoing instructions may not be considered.

- 6.1.2 On opening of the main Tender envelopes, it will be checked if they contain Technical (Part-I & Part-II separately) and Financial Packages.
- 6.1.3 Technical Package – Part I of the Tender will thereafter be opened. They will be examined to see if they are complete, whether the requisite Tender security & tender document fee has been furnished, whether the documents are in order. If the documents do not meet the requirements of TMC the Tender Opening Authority will record a note accordingly and the said Tenderer's Technical Package - Part II and Financial Package will not be considered for further processing.
- 6.1.4 The Tenderers name, the presence or absence of the requisite tender security and such other details as TMC or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening.
- 6.1.5 The sealed Technical Package – Part II of all responsive tenders will be opened on the same day thereafter.
- 6.1.6 The sealed financial packages of all responsive tenders will be opened on date and time to be fixed after the technical evaluation, when the lump sum prices quoted by the tenderers shall be read out.

6.2 PROCESS TO BE CONFIDENTIAL

- 6.2.1 Except the public opening of Tenders, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract shall not be disclosed to Tenderers or other persons not officially concerned with such process.
- 6.2.2 Any effort by a Tenderer to influence TMC/HLL in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the Tenderer's tender.

6.3 CLARIFICATION OF TENDERS

- 6.3.1 Technical evaluation of technical packages submitted by Tenderers shall be undertaken based on details submitted in the technical package only. No clarification/ additional information in this regard will be sought from Tenderers. Tenderer shall not be required to submit their own, additional information or material subsequent to the date of submission and such material if submitted will be disregarded. It is therefore

essential that all the details are submitted by Tenderer accurately and specifically in their technical package avoiding vague answers. However, TMC/HLL reserves the right to ask any clarification from Tenderers for details submitted with technical package if it so desires during the technical evaluation.

- 6.3.2 To assist in the examination, evaluation and comparison of Financial package, TMC/HLL may ask Tenderers individually for clarification of their tenders, including breakdowns of prices. The request for clarification and the response shall be in writing or by fax but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Officer-in-Charge during the evaluation of tenders in accordance with Clause 6.5 herein.

6.4 DETERMINATION OF RESPONSIVENESS

- 6.4.1 Prior to the detailed evaluation of tenders, TMC/HLL will determine whether each tender is responsive to the eligibility requirements (Technical Package I) and the employer's requirements (Technical Package II) of the tender documents
- 6.4.2 For the purpose of this Clause, a responsive tender for opening of the Technical Package II, is one which has paid the application fees, is accompanied by the Tender Security, signed on all pages and meets the eligibility criteria as set out in Clause 2 above. Technical Package II shall be considered responsive if it conforms to the employer's requirements and all other terms, conditions and specifications of the tender documents without material deviation or reservation. "Deviation" may include exceptions, exclusions & qualifications. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the Tenderer under the Contract, or which limits in any substantial way, TMC's rights or the Tenderers obligations under the Contract as provided for in the Tender documents and / or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Tenderers presenting substantially responsive tenders at reasonable price.
- 6.4.3 If a tender is not substantially responsive to the requirements of the tender documents or if the construction methods proposed by the Tenderer are considered impracticable, it will be rejected by TMC, and will not subsequently be permitted to be made responsive by the Tenderer by correction or withdrawal of the non-conformity or infirmity. The decision of the TMC/HLL as to which of the tenders are not substantially responsive or have impractical / defective design or construction technology shall be final.

EVALUATION OF TENDER

6.4.4 (a) The Tenderers should submit the details as per 4.2.1 and should meet the minimum requirements as per Part-I of technical package.

(b) HLL on behalf of TMC will, keeping in view the contents of Clause 6.4, carry out technical assessment of submitted technical proposals to determine that the Tenderer has a full comprehension of the work of the contract. In case the Tenderer's technical submittal is found non-complaint with the requirements of the project the same is liable to be rejected. This process is to assure that only technically acceptable proposals are considered for the work.

6.4.5 The evaluation of Financial proposals by TMC/HLL will take into account, in addition to the tender amounts, the following factors:

- a. Arithmetical errors corrected by TMC/HLL in accordance with Clause 6.6
- b. Such other factors of administrative nature as TMC/HLL may consider to have a potentially significant impact on contract execution, price and payments, including the effect of items or rates that are unbalanced or unrealistically priced.

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

6.4.7 Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in tender evaluation.

6.4.8 Evaluation of financial offer will be based on price quoted by the EPC developer. Any subsequent alteration in prices shall not be given any cognizance.

6.5 CORRECTION OF ERRORS

6.5.1 TMC/HLL for any arithmetical errors in computation and summation will check tenders determined to be technically acceptable during Financial evaluation. Errors will be corrected by the TMC/ HLL as follows:

- a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern

6.5.2 If a Tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the tender security forfeited.

7 AWARD OF CONTRACT

7.1 AWARD CRITERIA

7.1.1 Subject to Clause 6.5, TMC/HLL will award, the Contract to the Tenderer, whose tender has been determined to be substantially responsive, complete and in accordance with the tender documents, and whose total evaluated price for undertaking the entire project detailed in Scope of work (clause 2.1 to 2.5 of NIT) and Employer's Requirements of RFP Document is the lowest.

7.1.2 If the financial bids of both parties are equal, then the bidders shall be asked to resubmit the financial bid.

7.2 EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS

Notwithstanding Clause 7.1, TMC/HLL reserves the right to accept or reject any tender, and to annul the tender process and reject all tenders, at any time prior to award of Contract, or to divide the Contract between/amongst Tenderers without thereby incurring any liability to the affected Tenderer or Tenderers or any obligations to inform the affected Tenderer or Tenderers of the grounds for TMC's action.

7.3 NOTIFICATION OF AWARD

7.3.1 Prior to the expiry of the period of tender validity prescribed by the TMC/HLL, HLL will notify the successful Tenderer by Tele-fax or e-mail, to be confirmed in writing by registered post/ by courier, that his tender has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which TMC will pay to the EPC developer in consideration of the execution, completion, maintenance and guarantee of the works by the EPC developer as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The Letter of Acceptance will be sent to the successful tenderer. No correspondence will be entertained by TMC/HLL from the unsuccessful Tenderers.

7.3.2 The Letter of Acceptance shall constitute a part of the contract.

7.3.3 Upon submission of Performance Security by the successful Tenderer as per clause 8.0, TMC/HLL will promptly notify the unsuccessful Tenderers and discharge / return their tender securities.

7.4 SIGNING OF AGREEMENT

7.4.1 TMC/HLL shall prepare the Agreement in the Proforma (Form E) included in this Document, duly incorporating all the terms of agreement between the two parties.

Within 30 days from the date of issue of the Letter of Acceptance the successful Tenderer will be required to execute the Contract agreement. The performance guarantee should be submitted immediately after issue of letter of acceptance but not later than 30 days of issue of letter of acceptance. One copy of the Agreement duly signed by TMC and the EPC developer through their authorized signatories will be supplied by TMC/HLL to the EPC developer.

7.4.2 Prior to signing of the Contract Agreement, the successful Tenderer shall submit Performance Security within a period of 30 days from the date of issue of the Letter of Acceptance to TMC:

8 PERFORMANCE SECURITY

8.1.1 The successful Tenderer shall furnish to TMC a security in the form of a bank guarantee for an amount of 10% of the total Contract Price, in accordance with Clause 4.2 of the General Conditions of Contract. The Bank Guarantee has to be from a Scheduled Commercial bank based in Indian and for this purpose the Form of Performance Security (Form-D) provided in this Volume shall be used. The Performance Security shall be furnished within the time limit specified in Sub-clause 7.4.2.

8.1.1.1 Failure of the successful Tenderer to lodge the required Performance Security shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the tender security.

APPENDIX I

CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE TENDER

COMPILED FROM THE PROVISIONS IN THIS VOLUME

Sl. No.	Document	No. of sets to Be submitted	Reference to Clause No. of "Instructions to Tenderers"	Page no.
TECHNICAL PACKAGE part 1				
1.0	Covering letter	(Original)	4.2	
2.0	Tender security (Form B) in separate sealed envelope	(Original & Copy)	4.8	
3.0	Tender Document Fee	(Original)	4.2.1	
4.0	Income tax Clearance certificate	(Original)	4.9	
5.0	Power of attorney for individuals signing on behalf of Company/Firm	(Original & Copy)	4.10	
6.0	Experience Data- Form T-I & T-VI	(Original & Copy)	4.2	
7.0	Financial Data- T-V & T-II	(Original & Copy)	4.2	
8.0	Technical and organizational Data – T-III	(Original & Copy)	4.2	
9.0	Organizational Chart	(Original & Copy)	4.2	
TECHNICAL PACKAGE part 2				
10.0	Tender documents	(Original)	4.2	
11.0	Technical Package Part- I & Part –II	(Original & Copy)	4.2	
FINANCIAL PACKAGE COMPRISING OF:				
12.0	Form of Tender and Appendix thereof (Form-A)	(Original & Copy)	4.2	
13.0	Format for Financial Bid (Form C)	(Original & Copy)	4.2	

**INDEX OF
PROFORMA OF FORMS**

1. PROFORMA OF FORMS – GENERAL

(Items (iv) & (v) applicable only for successful Tenderers)

	Descriptions	FORM
I.	Form of Tender with Appendix	A
ii.	Form of Bank Guarantee for Tender Security	B
iii.	Format for Financial Bid	C
iv.	Form of Performance Security (Guarantee) by Bank	D
v.	Form of Contract Agreement	E

2. PROFORMA OF FORMS – QUALIFICATION PARTICULARS

	Descriptions	FORM
i.	General Information	T-I
ii.	EXPERIENCE RECORD- NUMBER OF SIMILAR PROJECTS	T-II
iii.	Personnel Proposed for the Project	T-III
iv	Financial Data- Value of multistoried residential building under Class A or Industrial Building under Class C of NBC 2005 done during last five years	T-IV
v	Financial data for assessment of Net Working Capital, Net Worth, Profit etc.	T-V
vi	Performance Reports of Works	T-VI
vii.	Desired Organizational structure	Annexure A

FORM OF TENDER

- Note : i. The Appendix forms part of the Tender
- ii. Tenderers are required to fill up all the blank spaces in this form of Tender and Appendix.

Name of Work: _____(As mentioned under Clause 1.1.1 of NIT)

To,

**The Deputy Vice President (T),
HLL Lifecare Limited,
Infrastructure Development Division,
“Adarsh”, T.C 6/1718(1),
Vettamukku, Thirumala PO,
Thiruvananthapuram- 695 006**

1. Having visited the Site and examined the General as well as Special conditions of contract, Employer’s Requirements, Notice Inviting Tenders, Instructions to Tenderers, Preliminary Drawings and Addenda for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Employer’s Requirements, NIT, ITT and Addenda for the sum of _____ (Amount in figures and words) for Construction of Residential Quarters & Dharamshala for Tata Memorial Centre in Parel, Mumbai
2. We acknowledge that the Appendix forms an integral part of the Tender.
3. We undertake, if our Tender is accepted, to commence the works within one week of signing the Contract Agreement to commence and to complete the whole of the Works comprised in the Contract within **16 months** calculated from the date of issue of the Letter of Acceptance, as indicated in the Appendix.
4. If our Tender is accepted, we will furnish a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with **Clause 4.2** of the General Conditions of the Contract and as indicated in the Appendix.
5. We have independently considered the amount shown in **Clause 9.7** of the General Conditions of Contract as liquidated damages and Penalty in **Clause 25.0** of Special Conditions of Contract and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.

FORM A

PAGE 2 OF 3

6. We agree to abide by this Tender for a minimum period of 180 days from the last date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
7. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the tender price does not include any such amount. We acknowledge the right of TMC, if it finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
8. We understand that you are not bound to accept the lowest or any tender you may receive.
9. If our Tender is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Dated this.....day of.....2015

Signature

Name..... in the capacity of

duly authorized to sign Tenders for and on behalf of.....

Address

Witness – Signature

Name

Address

Occupation

APPENDIX TO THE FORM OF TENDER

	Condition of Contract Clause No.		
i.	Amount of Bank Guarantee as Performance Security	4.2 of General Conditions	10 percent of the Total Contract Price.
iii	Period for commencement of work		Date of issue of LOA or date of encumbrance free site handover by the employer whichever is later
iv	Time for completion of entire scope of works from the date of issue of the Letter of Acceptance	24.0 of Special Conditions	16 months from the date of issue of LOA or date of encumbrance free site handover by the employer whichever is later.
v.	Amount of liquidated damages in case of extension of completion date due to delays by the EPC developer	9.7 of General Conditions	0.50% of Contract value of works for each week or part thereof EPC developer is in default, subject to maximum of 10% of Contract value
vi.	Defects Liability Period from the date of issue of "Taking-over certificate"	12.0 of General Conditions	12 months
vii.	Period of warranty for equipment against faulty design and defective manufacture from the date of completion of period of maintenance.	6.4 of General conditions	
	Signature of authorized signatory on behalf of Tenderer		

Date

Name

Place

Address

FORM OF BANK GUARANTEE FOR TENDER SECURITY

(Ref: Clause 4.8 of “Instructions to Tenderers”)

1. KNOW ALL MEN by these presents that we (Name of Bank) having our registered office at (Name of country) (hereinafter called “the Bank”) are bound unto HLL Lifecare Limited, Thiruvananthapuram (hereinafter called “HLL”) in the sum of Rs. ____ for which payment will and truly to be made to the said HLL, the Bank binds itself, its successors and assigns by these presents.

2. WHEREAS.....(Name of Tenderer) (hereinafter called “the Tenderer”) has submitted its tender dated _____ for (Name of the work as mentioned under Clause 1.1.1 of NIT) hereinafter called the tender.

AND WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum of Rs _____ (____) as Tender Security against the Tenderer’s offer as aforesaid.

AND WHEREAS _____ (Name of Bank) have, at the request of the Tenderer, agreed to give this guarantee as hereinafter contained.

3. We further agree as follows:

- a. That HLL may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between HLL and the Tenderer.
- b. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Tenderer.
- c. That any account settled between HLL and the Tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- d. That this Guarantee commences from the date hereof and shall remain in force till _____(date to be filled up) (up to 210 days from the last date of submission of tender).
- e. That the expression ‘the Tenderer’ and ‘the Bank’ herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

4. THE CONDITIONS OF THIS OBLIGATION ARE:
- a. if the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or
 - b. if the Tenderer does not accept the correction of his tender price in terms of Clause 6.6 of the “Instructions to Tenderers”.
 - c. if the Tenderer having been notified of the acceptance of his tender by HLL during the period of tender validity :
 - i. fails or refuses to furnish the Performance Security in accordance with Clause 8.0 of the “Instructions to Tenderers” and/or
 - ii. fails or refuses to enter into a Contract within the time limit specified in Clause 7.5 of the “Instructions to Tenderers”.

We undertake to pay HLL up to the above amount upon receipt of his first written demand, without HLL having to substantiate his demand provided that in his demand HLL will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

Signature of
Authorized Official of the Bank

Signature of the witness
.....

Name of Official
Designation

Name of the Witness
.....

Stamp/Seal
of the Bank

Address of the Witness
.....

FORMAT FOR FINANCIAL BID

(on the letter head of the Company)

OPTION – 1 – TOTAL SCOPE

Date:

To:

**The Deputy Vice President (Technical),
HLL Lifecare Limited,
Infrastructure Development Division,
“Adarsh”, T.C 6/1718(1), Vettamukku,
Thirumala PO, Thiruvananthapuram- 695 006**

Sub: Selection of a EPC Developer for the Construction of Residential Quarters for Doctors & Dharamshala for patients for TATA Memorial Centre at Parel, Mumbai

Dear Sir / Madam:

(i) Being duly authorized to represent and act on behalf of, and having reviewed and fully understood all the requirements of bid submission provided vide the RFP document Pertaining to **Construction of Residential Quarters for Doctors & Dharamshala for patients for TATA Memorial Centre at Parel, Mumbai**, we hereby provide our Financial Proposal for development and establishment of this Project on Turnkey Basis.

Total Construction cost of the entire project detailed in Scope of work (Option-1 – Total scope) including design, engineering, all services, fitting and fixtures making all buildings fully and functionally operative (clause 2.1 to 2.4 of NIT) and Employer’s Requirements of RFP Document.	_____ Indian Rupees (in figures)
	_____ (in words)
(As per detailed breakup given in Page 2 of 2 Form C)	

We agree to be bound by this offer if we are the selected EPC developer for this project.

For and on behalf of:

Signature :

Name of the Person:

Designation :

Instructions: 1. No conditions should be attached

2. In case of difference between the words and figures, words would prevail.

(Should be given in a sealed envelope)

Break up of Cost of Design and Build proposal as per RFP document

S.N	Project Component	Cost in INR
1	Construction of Residential quarters & Dharamshala for patients as per Option-1 – Total Scope	
2	Sub Station including Transformers, all external cabling, HT, LT panels, Automatic Power Factor correction panels, Bus trunking, rising main, earthing, lightning protection, UPS and DG sets as per design, Complete Fire Fighting system including wet risers, sprinklers, fire alarm system, PA systems, etc., complete PHE works (internal and external), Mechanical ventilation system for basements, etc. as per Option-1 – Total Scope	
3	Cost of all external services (Roads, foot paths, storm water drains, RWH, Static & Domestic water tank with necessary pumps, STP, WTP, Horticulture & landscaping, Solar Water Heating System, Elevators, Audio Visual Systems, Online Data/Information Technology Systems including permanent telephone & internet lines, Building Management system (BMS) Signages, etc.) as per Option-1 – Total Scope	
4	Multi Level Car parking (accommodating approx.200-220 no. of cars)	
TOTAL COST		

FORMAT FOR FINANCIAL BID

(on the letter head of the Company)

OPTION – 2 – FINISHES UPTO 10th FLOOR

Date:

To:

**The Deputy Vice President (Technical),
HLL Lifecare Limited,
Infrastructure Development Division,
“Adarsh”, T.C 6/1718(1), Vettamukku,
Thirumala PO, Thiruvananthapuram- 695 006**

Sub: Selection of a EPC Developer for the Construction of Residential Quarters for Doctors & Dharamshala for patients for TATA Memorial Centre at Parel, Mumbai

Dear Sir / Madam:

- (i) Being duly authorized to represent and act on behalf of, and having reviewed and fully understood all the requirements of bid submission provided vide the RFP document Pertaining to **Construction of Residential Quarters for Doctors & Dharamshala for patients for TATA Memorial Centre at Parel, Mumbai**, we hereby provide our Financial Proposal for development and establishment of this Project on Turnkey Basis.

Total Construction cost of the entire project detailed in Scope of work (Option-2 – Finishes upto 10th Floor) including design, engineering, all services, fitting and fixtures making all buildings fully and functionally operative (clause 2.1 to 2.4 of NIT) and Employer’s Requirements of RFP Document.	_____ Indian Rupees (in figures)
	_____ (in words)
(As per detailed breakup given in Page 2 of 2 Form C)	

We agree to be bound by this offer if we are the selected EPC developer for this project.

For and on behalf of:

Signature :

Name of the Person:

Designation :

Instructions: 1. No conditions should be attached

2. In case of difference between the words and figures, words would prevail.

(Should be given in a sealed envelope)

Break up of Cost of Design and Build proposal as per RFP document

S.N	Project Component	Cost in INR
1	Construction of Residential quarters & Dharamshala for patients as per option-2 – Finishes upto 10th Floor	
2	Sub Station including Transformers, all external cabling, HT, LT panels, Automatic Power Factor correction panels, Bus trunking, rising main, earthing, lightning protection, UPS and DG sets as per design, Complete Fire Fighting system including wet risers, sprinklers, fire alarm system, PA systems, etc., complete PHE works (internal and external), Mechanical ventilation system for basements, etc. as per option-2 – Finishes upto 10th Floor	
3	Cost of all external services (Roads, foot paths, storm water drains, RWH, Static & Domestic water tank with necessary pumps, STP, WTP, Horticulture & landscaping, Solar Water Heating System, Elevators, Audio Visual Systems, Online Data/Information Technology Systems including permanent telephone & internet lines, Building Management system (BMS) Signages, etc.) as per option-2 – Finishes upto 10th Floor	
4	Multi Level Car parking (accommodating approx.200-220 no. of cars)	
TOTAL COST		

FORMAT FOR FINANCIAL BID

(on the letter head of the Company)

OPTION – 3 – FINISHES UPTO 7th FLOOR

Date:

To:

**The Deputy Vice President (Technical),
HLL Lifecare Limited,
Infrastructure Development Division,
“Adarsh”, T.C 6/1718(1), Vettamukku,
Thirumala PO, Thiruvananthapuram- 695 006**

Sub: Selection of a EPC Developer for the Construction of Residential Quarters for Doctors & Dharamshala for patients for TATA Memorial Centre at Parel, Mumbai

Dear Sir / Madam:

- (i) Being duly authorized to represent and act on behalf of, and having reviewed and fully understood all the requirements of bid submission provided vide the RFP document Pertaining to **Construction of Residential Quarters for Doctors & Dharamshala for patients for TATA Memorial Centre at Parel, Mumbai**, we hereby provide our Financial Proposal for development and establishment of this Project on Turnkey Basis.

Total Construction cost of the entire project detailed in Scope of work (Option-3 – Finishes upto 7th Floor) including design, engineering, all services, fittings and fixtures making all buildings fully and functionally operative (clause 2.1 to 2.4 of NIT) and Employer’s Requirements of RFP Document.	_____ Indian Rupees (in figures)
	_____ (in words)
(As per detailed breakup given in Page 2 of 2 Form C)	

We agree to be bound by this offer if we are the selected EPC developer for this project.

For and on behalf of:

Signature :

Name of the Person:

Designation :

Instructions: 1. No conditions should be attached

2. In case of difference between the words and figures, words would prevail.

(Should be given in a sealed envelope)

Break up of Cost of Design and Build proposal as per RFP document

S.N	Project Component	Cost in INR
1	Construction of Residential quarters & Dharamshala for patients as per option-3 – Finishes upto 7th Floor	
2	Sub Station including Transformers, all external cabling, HT, LT panels, Automatic Power Factor correction panels, Bus trunking, rising main, earthing, lightning protection, UPS and DG sets as per design, Complete Fire Fighting system including wet risers, sprinklers, fire alarm system, PA systems, etc., complete PHE works (internal and external), Mechanical ventilation system for basements, etc. as per option-3 – Finishes upto 7th Floor	
3	Cost of all external services (Roads, foot paths, storm water drains, RWH, Static & Domestic water tank with necessary pumps, STP, WTP, Horticulture & landscaping, Solar Water Heating System, Elevators, Audio Visual Systems, Online Data/Information Technology Systems including permanent telephone & internet lines, Building Management system (BMS) Signages, etc.) as per option-3 – Finishes upto 7th Floor	
4	Multi Level Car parking (accommodating approx.200-220 no. of cars)	
TOTAL COST		

FORM-D

PAGE 1 OF 2

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

(Refer Clause 8.0 of “Instructions to Tenderers”)

1. This deed of Guarantee made this day of _____ between Bank of _____ (hereinafter called the “Bank”) of the one part, and TATA MEMORIAL CENTRE (TMC), a Society registered under the Societies Registration Act, 1860, and fully funded by and under the administrative control of the Department of Atomic Energy, Government of India, having its registered office at Administration 4th floor, Dr. Ernest Marg, Parel, Mumbai 400 012) of the other part.
2. Whereas TATA MEMORIAL CENTRE (TMC), a Society registered under the Societies Registration Act, 1860, and fully funded by and under the administrative control of the Department of Atomic Energy, Government of India, has awarded the contract for ----- (Name of work as mentioned under Clause 1.1.1 of NIT) (hereinafter called the contract) to _____ (Name of the EPC developer) hereinafter called the EPC developer).
3. AND WHEREAS the EPC developer is bound by the said Contract to submit to HLL Lifecare Limited a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
4. Now we the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee TMC the full amount of Rs. _____ (Amount in figures and Words) as stated above.
5. After the EPC developer has signed the aforementioned Contract with TMC, the Bank is engaged to pay TMC, any amount up to and inclusive of the aforementioned full amount upon written order from HLL Lifecare Limited to indemnify TMC for any liability of damage resulting from any defects or shortcomings of the EPC developer or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by TMC immediately on demand without delay without reference to the EPC developer and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the EPC developer. The Bank shall pay to TMC any money so demanded notwithstanding any dispute/disputes raised by the EPC developer in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till (The initial period for which this Guarantee will be valid must be for at least 6-months (six months) longer than the anticipated expiry date of Defects Liability Period as stated in **Clause 4.2** of the “General Conditions of Contract”).

7. At any time during the period in which this Guarantee is still valid, if TMC agrees to grant a time extension to the EPC developer or if the EPC developer fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by TMC and at the cost of the EPC developer.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the EPC developer.
9. The neglect or forbearance of TMC in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by TMC for the payment hereof shall in no way relieve the bank of their liability under this deed.
10. The expressions “TMC”, “the Bank” and “the EPC developer” hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the bank have signed and sealed this guarantee on the ----- day of ----- (Month) **2015** being herewith duly authorized.

For and on behalf of The Bank.

Signature of Authorized Bank official

Name :

Designation :

Stamp/Seal of the Bank :

Signed, sealed and delivered

for and on behalf of the

Bank by the above named _____ in the presence of :

Witness 1.

Signature

Name

Address

Witness 2.

Signature

Name

Address

FORM OF CONTRACT AGREEMENT

(Refer Clause 7.0 of “Instructions to Tenderers”)

This Agreement is made at Mumbai on the _____ day of _____ **2015** Between TATA MEMORIAL CENTRE, a Society registered under the Societies Registration Act, 1860, and fully funded by and under the administrative control of the Department of Atomic Energy, Government of India, having its registered office at Administration 4th floor, Dr. Ernest Marg, Parel, Mumbai 400 012 hereinafter called “Client” of the one part and _____ (Name and Address of EPC developer) hereinafter called “the EPC developer” of the other part.

Whereas TMC (Tata Memorial Centre, Mumbai) is desirous that certain Works should be executed, viz. **Construction of residential quarters for doctors and dharamshala for patients for Tata Memorial Centre in Parel, Mumbai**, hereinafter called “the Works” and has accepted a Tender by the EPC developer for the execution and completion of such works (** as well as guarantee of such works) and the remedying of defects therein. NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) Notice Inviting Tender (NIT)
 - (b) Instructions to Tenderers (ITT)(Including Annexures)
 - (c) Special Conditions of Contract (SCC)
 - (d) General Conditions of Contract (GCC)
 - (e) Employer’s requirements
 - (f) Concept plans (finalized and approved by the Employer)
 - (g) Tender submitted by the EPC developer.
 - (h) Programme Implementation Schedule
 - (i) Form of Tender with Appendix
 - (j) Letter of acceptance (LOA)
 - (k) Addendums issued, if any including Minutes of Pre Bid meeting
3. In consideration of the payments to be made by Client to the EPC developer as hereinafter mentioned, the EPC developer hereby covenants with Client to execute and complete the works by ** _____ and remedy any defects therein in conformity with the provisions of the Contract.

4. Client hereby covenants to pay the EPC developer in consideration of the execution and completion of the works and the remedying of defects therein, the Total Contract Price of **Rs _____ being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. HLL Lifecare Limited is acting as the consultant to TMC.

5. OBLIGATION OF THE EPC DEVELOPER

The EPC developer shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The EPC developer shall submit copies of acknowledgements evidencing filing of returns every year and shall keep TMC/HLL fully indemnified against liability of tax, interest, penalty etc. of the EPC developer in respect thereof, which may arise.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the EPC developer

For and on behalf of HLL Lifecare Limited

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the EPC developer

Stamp/Seal

SIGNED, SEALED AND DELIVERED

By the said

By the said

_____ Name

_____ Name

_____ on behalf of the EPC developer in the presence of:

_____ on behalf of HLL Lifecare Limited in the presence of:

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

- * To be made out by TMC/HLL at the time of finalisation of the Form of Agreement.
** Blanks to be filled by TMC/HLL at the time of finalisation of the Form of Agreement.
*** to be deleted if not applicable

KEY PERSONNEL PROPOSED FOR THE PROJECT

(REFER CLAUSE 4.2)

SL. NO.	SECTOR	minimum number required	number of proposed personnel	education	proposed designation	total years of experience	relevant experience in years	details in annexure on page no.
1.	Project Head	1						
2.	Senior Engineer	3						
3.	Electrical Engineer	2						
4.	Safety Engineer	1						
5.	HVAC	1						
6.	Senior Architect	1						
7.	Junior Architect	2						
8.	Structural Engineer	2						
9.	Plumbing Engineer	1						
10.	Project/Site Engineer	2+1						
11.	Quality Engineer	1						
12.	Surveyor	1						
13.	Project Planning / billing Engineer	1+1						

NOTE:

- 1) A summary of the qualification and work experience of each key staff, to be attached.
- 2) The minimum level of supervision and qualification/experience of site-staff is given under annexure – a.
- 3) CVs to be submitted for all the proposed personnel in the format provided

CVS OF KEY STAFF

NAME OF THE STAFF		
DESIGNATION		
NAME OF THE FIRM PRESENTLY EMPLOYED		
YEARS WITH THE FIRM		
PROPOSED POSITION		
DETAILS OF TASK ASSIGNED		
MAN- MONTHS BUDGETED FOR THE TASK ASSIGNED		
KEY QUALIFICATIONS		
EDUCATION		
EMPLOYMENT RECORD		
NAME OF THE FIRM	POSITION HELD	YEARS OF EMPLOYMENT

FINANCIAL DATA

(REFER CLAUSE 4.2)

TOTAL VALUE OF TURNKEY PROJECTS DONE DURING THE LAST FIVE FINANCIAL YEARS (FOR EACH MEMBER IN CASE OF GROUP):

S.NO.	DESCRIPTION	YEAR 2009-10 (RS.IN CRORE)	YEAR 2010-11 (RS.IN CRORE)	YEAR 2011-12 (RS.IN CRORE)	YEAR 2012-13 (RS.IN CRORE)	YEAR 2013-14 (RS.IN CRORE)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	TOTAL VALUE OF PROJECTS					

- ATTACH ATTESTED COPIES OF THE AUDITED FINANCIAL STATEMENTS OF THE LAST FIVE FINANCIAL YEARS AS ANNEXURES. FINANCIAL VALUES TO BE GIVEN IN CRORES OF RUPEES.

FINANCIAL DATA

(REFER CLAUSE 4.2)

LIST OF ALL ONGOING CONTRACTS

NAME OF THE APPLICANT (CONSTITUENT MEMBER IN CASE OF GROUP)	TOTAL NUMBER OF WORKS IN HAND	NUMBER OF CONTRACTS OF EACH TYPE			NUMBER FOR WHICH APPLICANT WENT IN FOR		NUMBER OF CONTRACTS IN WHICH DATE OF COMPLETION GIVEN IN THE ORIGINAL HAS ALREADY BURST	**TOTAL VALUE OF BALANCE WORKS YET TO BE DONE IN RUPEE EQUIVALENT IN CRORES		
		A. CONSTRUCTION ONLY	B. DESIGN & BUILD INSTALLATION	C. ON TURNKEY BASIS	ARBITRATION	LITIGATION		2015-15	2015-16	2016-17

APPLICANT (EACH MEMBER OF THE GROUP) SHOULD PROVIDE INFORMATION ON THEIR CURRENT COMMITMENTS OR ALL CONTRACTS THAT HAVE BEEN AWARDED OR FOR WHICH A LETTER OF INTENT OR ACCEPTANCE HAS BEEN RECEIVED OR FOR CONTRACTS APPROACHING COMPLETION BUT FOR WHICH A COMPLETION CERTIFICATE IS YET TO BE ISSUED.

** THIS FIGURE SHOULD ALSO INCLUDE THE YEAR-WISE BREAK-UP OF PART VALUE OF WORKS TO BE EXECUTED IN THESE THREE YEARS PERIOD EVEN IF COMPLETION OF SUCH WORKS SPILLS OVER BEYOND THESE THREE YEARS PERIOD.

FINANCIAL DATA FOR ASSESSMENT OF NET WORTH ETC.

YEAR	2013-14	2012-13	2011-12	2010-11	2009-10
NET WORKING CAPITAL					
NET CASH FLOW					
ANNUAL TURNOVER					
PROFIT /LOSS					

ATTACH DOCUMENTARY EVIDENCE IN SUPPORT OF THE DATA CLEARLY MARKING THE RELEVANT PORTION.

PERFORMANCE REPORT OF WORKS (ON CLIENTS' LETTER HEAD)

1. NAME OF WORK/ PROJECT AND LOCATION
2. AGREEMENT NO.
3. CONTRACT VALUE
4. ESTIMATED COST
 - A. CONSTRUCTION
 - B. EQUIPMENT
5. TENDERED COST
 - A. CONSTRUCTION
 - B. EQUIPMENT
6. DATE OF START
7. DATE OF COMPLETION
 - A. STIPULATED DATE OF COMPLETION
 - B. ACTUAL DATE OF COMPLETION
8. AMOUNT OF COMPENSATION LEVIED FOR DELAYED COMPLETION IF ANY
9. PERFORMANCE REPORT
 - A. QUALITY OF WORK VERY GOOD/ GOOD/ FAIR/ POOR
 - B. FINANCIAL SOUNDNESS VERY GOOD/ GOOD/ FAIR/ POOR
 - C. TECHNICAL PROFICIENCY VERY GOOD/ GOOD/ FAIR/ POOR
 - D. RESOURCEFULNESS VERY GOOD/ GOOD/ FAIR/ POOR
 - E. GENERAL BEHAVIOUR VERY GOOD/ GOOD/ FAIR/ POOR

DATE: AUTHORISED SIGNATORY (WITH STAMP)

ANNEXURE –A

DESIRED SITE ORGANISATION STRUCTURE

MINIMUM LEVEL OF SUPERVISION AND QUALIFICATION/EXPERIENCE OF KEY STAFF IS AS FOLLOWS:

S.NO	DESIGNATION	QUALIFICATION	EXPERIENCE LEVEL
1.	Project Head	Graduate Engineer (Civil)	15 years and having experience of one similar nature of work.
2	Senior Engineer	Graduate Engineer (Civil)	10 years and having experience of one similar nature of work
3	Electrical Engineer	Graduate Engineer (Electrical)	5 years
4.	Safety Engineer	Graduate Engineer (Safety)	5 years
5.	HVAC	Graduate Engineer (Mechanical)	5 years
6	Senior Architect	Graduate Engineer (Arch) & Associate Member ship in Council of Architect	10 years and having experience of one similar nature of work
7	Junior Architect	Graduate Engineer (Arch) & Associate Member ship in Council of Architect	5 years
8	Structural Engineer	Post Graduate Engineer (Civil Structural Design)	5 years
9	Plumbing Engineer	Graduate Engineer (Civil)	5 years
10	Project /Site Engineer	Graduate Engineer Or Diploma Engineer	5 years Or 10 years
11	Quality Engineer	Graduate Engineer	8 years
12	Surveyor	Diploma Engineer	8 years
13	Project Planning/billing Engineer	Graduate Engineer	6 years

SECTION III

SPECIAL CONDITIONS OF CONTRACT

Sl. No.	Reference to GCC Clause No.	Clause
	Name of the Work	Name of the Work shall be as per Clause 1.1.1 of NIT
	1.4 Law and Language	The EPC developer shall keep a suitably qualified person at the Site who is fluent in local language and is able to interact with local people. In addition to this, any document, which is in any language other than English, shall be translated to English and certified. The EPC developer shall familiarize himself with the local laws and administration of Mumbai and comply by them.
	2.1 Right of Access to Site	The Employer shall give right of access of Site to the EPC developer within 15 days of the Letter of acceptance.
		The EPC developer, after obtaining any necessary consent from any relevant authority, shall submit to the Engineer, proposals showing the layout of pedestrian routes, lighting, signs, and guarding any road opening or traffic diversion which may be required in connection with the execution of the Works and which the EPC developer intends to construct. Any consent given by the Engineer to such proposals shall not relieve the EPC developer of any obligation under the Contract or absolve the EPC developer from any liability for or arising from such proposals or the implementation thereof.
	4.1 EPC developer's General Obligations	The EPC developer's proposals for erection of all ancillary and temporary works shall be in conformity with the proposals submitted along with the tender and modifications thereto as approved by the Engineer. The EPC developer shall submit drawings, supporting design calculations when called for by the Engineer and other relevant details of all such works to the Engineer for approval at least one month before he desires to commence such works. Approval by the Engineer of any such proposal shall not relieve the EPC developer of his responsibility for the adequacy of such works. No extra payment will be made for complying with the provisions of this clause and the cost of the work under this element shall be deemed to be included in the Bill of Quantities
		This submittal shall be made minimum one month before the Works are to be carried out to give the Engineer and the Employer reasonable time to examine the drawings or other documents, to prepare comments and for any changes to be accommodated by the EPC developer.

		The installation shall be in conformity with the Bye-laws, Regulations and Standards of the local authorities concerned in so far as these become applicable to the installation. But if these Specifications and Drawings call for a highest standard of materials and / or workmanship than those required by any of the above Regulations and Standards then these Specifications and Drawings shall take precedence over the said Regulations and Standards. However, if the Drawings or Specifications require something which violates the Bye-Laws and Regulations, then the Bye-Laws and Regulations shall govern the requirement of this installation.
	4.2 Performance Security	<p>The EPC developer shall submit a performance security equal to 10% of Contract value within 30 days of issue of Letter of acceptance.</p> <p>The Performance Security should be submitted in the form of a Bank Guarantee from a scheduled commercial bank in India in the format supplied for bank guarantees in the Contract.</p>
		For specialized works like Anti-Termite Treatment, Water proofing Treatment, etc. work has to be carried out through approved specialized agency that is a member of IPCA and shall give a 10 years guarantee to the employer. The EPC developer shall provide a Bank Guarantee for ten years for the Specialized works executed by them.
	4.5 COOPERATION WITH OTHER PERSONS AT SITE	The EPC developer shall work in close liaison with the EPC developer/EPC developer who will be carrying out the construction of Women & Children Cancer wing and setting up of Hadron Facility for TMC at the same plot.
	4.6 Setting out	<p>The EPC developer shall survey and fix the alignment, set out the buildings maintaining vertical & horizontal clearances and keeping in view important site references and obligatory locations in consultation with Engineer. GTS bench mark, temporary bench marks and three control points on all straights & other details shall be handed over by the Engineer.</p> <p>The EPC developer shall establish at his cost, at suitable points, additional reference lines and bench marks as may be necessary. The EPC developer shall remain responsible for the sufficiency and accuracy of all his benchmarks and reference lines. He shall take precautions to see that lines, points and bench marks fixed by the Engineer are not disturbed by his work and shall make good any damage thereto.</p>
	4.7 Safety Procedures	The EPC developer shall not disturb the ongoing activities of the Institute/ the construction work which for the hospital building in the same plot (to be commenced shortly). He shall take care that his activities do not result in any kind of accidents, spread of any infection etc in the campus. The EPC developer shall comply with all regulatory standards of work within the premises of a running hospital including EHS.

		<p>The EPC developer shall provide a First Aid Base at his principal Works Area/ Construction Depot, suitable medical facilities for Workmen's Camps, suitable and sufficient first aid boxes at worksites for the EPC developer's workforce and his Sub-EPC developers' workforce as further described in the Employer's Requirements.</p> <p>The EPC developer shall provide and maintain all necessary temporary fire protection and fire fighting facilities on the Site during the construction of the Works in accordance with the statutory regulations and as required by the Engineer.</p> <p>The EPC developer shall ensure that all gases, fuels and other dangerous Materials and goods are stored and handled in a safe manner and in accordance with the statutory regulations and as required by the Engineer.</p> <p>The obligations and requirements for safety and industrial health under this Contract are entirely without prejudice to, and do not derogate from, the EPC developer's statutory obligations, with respect to safety and industrial health.</p>
	4.9 Site Data	<p>The responsibility of EPC developer under sub-clause 4.10 of General Conditions of Contract is full and final and no claim by the EPC developer for additional payment or extension of time shall be allowed on the ground of any misunderstanding or misapprehension by the EPC developer or that incorrect or insufficient information was given to the EPC developer or that he failed to obtain correct and sufficient information.</p>
	4.10 SUFFICIENCY OF THE CONTRACT PRICE	<p>The responsibility of EPC developer under sub-clause 4.10 of general conditions of contract is full and final and no claim by the EPC developer for additional payment or extension of time shall be allowed on the ground of any misunderstanding or misapprehension by the EPC developer or that incorrect or insufficient information was given to the EPC developer or that he failed to obtain correct and sufficient information.</p>
	4.12 Right of Way and facilities	<p>The Employer shall provide right of way to the EPC developer within its land for the purpose of executing the Contract.</p>
	4.13 Avoidance of Interference	<p>The EPC developer shall maintain a safe environment within the site premises.</p> <p>The EPC developer shall ensure that his employees do not leave the Site at any time without the permission of the Engineer.</p> <p>The EPC developer shall ensure that the vehicles, machines and equipments, which he uses, are safe and do not cause any harm to personnel and should be non-polluting.</p>
	4.13 Avoidance of Interference of Quiet Operation and vibration isolation	<p>All equipment shall operate under all conditions of load without any sound or Vibration, which is objectionable and beyond the limits specified by the relevant laws. In case of rotating machinery sound or vibration noticeable outside the room in which it is installed or annoyingly noticeable</p>

		inside its own room shall be considered objectionable. The EPC developer at his own expense shall correct such conditions.
		Existing roads and other public roads may be used by the EPC developer at his risk and cost to carry out construction activities, with prior approval of the competent authority. The EPC developer's heavy construction traffic or tracked equipment shall not travel on any public road or bridge, unless the EPC developer has made arrangements with the authority concerned and has obtained the approval of the Engineer to such arrangements. The EPC developer shall include in his price the cost of strengthening any such public road or bridge if he considers it would be necessary The EPC developer shall repair any damage to the road or bear the cost thereof due to movement of EPC developer's plants and equipment, vehicles etc. to the specifications and satisfaction of road authorities as well as of Engineer. The EPC developer shall plan transportation of construction materials to work site in accordance with traffic regulations enforced by local traffic authorities from time to time and in such a way that road accidents are avoided and minimum inconvenience is caused. No claim whatsoever shall be entertained on this account. The transportation of certain equipments and materials and launching may not be possible during day and may have to be carried out within time schedule specified by traffic police.
		The EPC developer must note that the Works are to be executed in a working hospital. Hence no part of his works shall interfere or damage or cause harm to the existing activities of the institute. The EPC developer shall ensure that the noise levels are not high and do not disturb the patients inside the hospital and academic activities. Proper barricading shall be provided to ensure the safety of works and public.
	4.16 EPC developer's Equipment	For any imported equipments or part thereof offered by the EPC developer, he will have to make his own arrangements for import formalities and procurement of equipments without involving the Employer in any way for any clearance certificates/licenses/assurances.
		The Employer may assist (but is not obligated to) the EPC developer, where required, in obtaining clearance through the Customs for Constructional Plant, Materials and other things required for the Works.
		The EPC developer shall obtain all permits / licenses and pay for any and all fees required for the inspection, approval and commissioning of their installation.
	4.17 Protection of Environment	The EPC developer shall not cut or destroy any tree in the campus to the maximum extent possible. In case any tree is to be cut he shall obtain prior permission from the engineer and shall plant equal number of saplings or

		adhere to the requirements of the prevailing Environmental laws which ever is more stringent. The EPC developer shall use all means to minimize the effluents from his construction work and transportation activity or any other activity in the course of the Project.
	4.18 ELECTRICITY, WATER AND GAS	<p>The EPC developer shall make his/their own arrangements for water and power supply required for the construction work and nothing extra will be paid for the same</p> <p>I) The EPC developer shall be allowed to install temporary wells in the site for drawing water for construction purposes only after he has got the permission of the engineer-in-charge in writing. No charges shall be recovered from the EPC developer on this account, but the EPC developer shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines.</p> <p>II) The EPC developer shall make his own arrangement for temporary electric connection and shall make necessary payment for it direct to the concerned authority. On completion of the work he shall furnish a no dues certificate from the concerned authority failing which the claims/dues of the concerned authority shall be settled by the engineer-in-charge at the EPC developer's risk and cost.</p>
	4.19 Employer's Equipments	The Employer shall supply no material, tools, plant and equipment. The EPC developer has to arrange all tools, plant, equipment as well as construction materials required for the work.
	4.21 SECURITY OF THE SITE	The EPC developer shall include in his quoted rate, barricading/fencing of construction activity area. All materials, fabrication yards, stores, manpower are to be contained within the barricaded area. The EPC developer shall not be allowed to extend his activities beyond this area.
	4.22 EPC developer's Operations on Site	All construction debris shall be removed from site daily or as they accumulate. All surface and sub-soil drains at the site shall be maintained in a clean, sound and satisfactory state of performance.
	5.1 General Design Obligations Provisions for infection Control	<p>The EPC developer shall submit his preliminary design and make a walk through presentation to the Employer within 21 days from the date of issue of letter of acceptance as mentioned in Clause 1.3 of Instructions to Tenderers.</p> <p>If the Engineer has reasonable cause for being dissatisfied with the EPC developer's drawings or documents the Engineer shall, within a period of 21 days from the date of submittal, require the EPC developer in writing to make such amendments thereto as the Engineer may consider necessary. The EPC developer shall make and be bound by such amendments at no additional expense to</p>

		<p>the Employer and shall resubmit the amended drawings or documents for the Engineer's approval for the execution of Works within next 21 days.</p> <p>No extension of time or extra payment shall be given to the EPC developer to comply with the above.</p>
		<p>Should it be found at any time after notification of consent that the relevant drawings or documents do not comply with the Contract or do not agree with drawings or documents in relation to which the Engineer has previously notified his consent, the EPC developer shall, at his own expense, make such alterations or additions as, in the opinion of the Engineer, are necessary to remedy such non-compliance or non-agreement and shall submit all such varied or amended drawings or documents for the consent of the Engineer.</p>
	5.2 EPC developer's Documents	<p>The EPC developer shall submit the following in addition to the documents stated in the contract, with his design:</p> <p>Detailed drawings including the structural drawings, architectural drawings, component drawing etc.</p> <p>Consolidated statement in a tabular form for the Standards and Specifications being followed in the design and for materials to be used</p> <p>List of vendors from whom the materials are proposed to be procured</p> <p>Tests required to be carried out in the contract</p> <p>Outline safety plan for the site and an outline quality plan</p>
		<p>The EPC developer shall include in his design, in additions to space and operational needs, considerations of provisions for infection control, life safety, and protection of affected person during construction and the progress of the Project as detailed out in Employer's Requirements.</p>
		<p>The EPC developer shall also include in his design provision of landscaping, parking and setting things back into the shape as the original as said in Employer's Requirements</p>
		<p>The EPC developer shall satisfy himself that the Design Data, in the case of submissions up to and including the proposed Design, comply with the Employer's Requirements and is in accordance with, and incorporates the EPC developer's Technical Proposals.</p> <p>In the case of submissions subsequent to the proposed Design, the Design Data shall be in accordance with Employer's Requirements and the accepted Design.</p>
	5.5 Training	<p>The EPC developer shall arrange training sessions for the Employer's Personnel for using the machinery and equipments especially the equipments which are of latest technology.</p>

		<p>The EPC developer shall submit to the Engineer-in-charge a draft copy of comprehensive operating instructions maintenance schedule and log sheets for all systems and equipment included in this contract. This shall be supplementary to manufacturer's operating and maintenance manuals. Upon approval of the draft, the EPC developer shall submit four (4) complete bound sets of printed operating instructions and maintenance manuals.</p> <p>The EPC developer shall also train the institute personnel, to operate the plant and carry out routine checks, during the period of installation and testing. Under special conditions, if, found necessary, the EPC developer shall also train the said personnel at the no extra cost (for Indigenous origin equipment only).</p>
	7.2 Rates of wages for labour	The EPC developer must familiarize himself and comply with relevant labour laws like Minimum Wages Act, 1948 and Contract Labour (Regulation and Abolition) Act, 1970 etc. No extra payment whatsoever shall be made to the EPC developer to comply with the rules and laws.
	7.5 Working Hours	<p>The working hours shall be as per the statutory norms as then prevalent and allowed by the local authorities. The EPC developer shall strictly abide by the statutory working hours regulations.</p> <p>No works shall be carried out in the nights except as permitted by the Engineer under exceptional circumstances within allowable time period for construction as per the prevailing local norms.</p> <p>Lighting and Fire Protection: Where night working is permitted by the Engineer to facilitate the EPC developer's Work operations, temporary lighting equipment as per approved layout shall be provided, installed, maintained for the duration of the contract and removed after completion of work by and at the expense of the EPC developer.</p> <p>No extra payment will be made to the EPC developer for the provision of temporary lighting and fire prevention measures.</p>
	7.6 Facilities for staff and labour	The EPC developer shall provide at his own expense, all necessary accommodation and the welfare facilities (including medical facilities, periodical medical camps, drinking water and sanitation facilities, frequent fumigation of entire site, etc.) for his staff and labour. This includes good practices like provision of temporary crèche (Bal Mandir) where 50 or more women are employed at a time. The EPC developer at his cost shall maintain all accommodation in a clean and sanitary condition.
		The EPC developer shall prepare and submit compliance reports of adherence to labour laws as and when desired by the Engineer.
		SITE OFFICE FOR EMPLOYERS PERSONNEL: The EPC developer at his own cost shall provide a fully furnished site office of area 150 Sqm (approx.) having, a

		sample room, A.C meeting room with projection facility, staff rooms along with toilets & pantry with file storage facility, computers (4Nos.), Broad band (2 Nos.) and printers (2 Nos.) with their consumables, a telephone for the HLL's Engineer and his site staff. Electricity & drinking water will be provided by the EPC developer free of cost.
	9.2 Time for Completion	Time for Completion of the entire project is 16 months from the date of issue of Letter of Acceptance.
	9.3 Program	<p>Activities in the initial works programme would be arranged as per the Works Break Down Structure (WBS) of the work developed by the EPC developer in consultation with and approved by the Engineer.</p> <p>The EPC developer will prepare Construction Programme based on Computerized CPM network using the Precedence Diagramming Method within 30 days of award for approval as 'Baseline Programme' The base line program shall clearly reflect interface and access dates for other civil/ system-wide contracts.</p> <p>After the work has started, the EPC developer shall deliver in the first week of every month to the Engineer an update of the Construction Programme showing changes, if any, in planning or progress scheduling and reflecting the progress of all the activities of the network and the project status as at the end of previous month.</p> <p>If the EPC developer falls behind the approved Construction Programme by more than one month, he shall, within fourteen days of the date of such information, submit for approval, a revision of the construction programme showing the proposed measures, including augmentation of plant, labour and material resources to complete the works on time.</p> <p>Whenever the EPC developer proposes to change the construction programme he shall immediately advise the Engineer in writing and, if the Engineer considers the change a major one, the EPC developer shall submit a revised programme for approval.</p> <p>Detailed Network Plan (Works Programme)</p> <p>Detailed Network Plan shall be prepared by the EPC developer for each and every activity within the same time frame and in the same sequence as indicated in the master network plan. Activity at this level shall not be more than 15 days duration, except for summary items like procurement/ mobilization etc.</p> <p>The EPC developer shall select a PC-based broad planning and control software on which the two networks shall be implemented. Software selected shall be Microsoft Project, Version-2002 (MSP-2002) or higher version. If any other compatible software is used, approval of the Engineer will be required. The EPC developer shall supply one original licensed copy of the software selected along with the Baseline program network and detailed network plan free of cost and load it on the PC system of the Engineer so that uniform monitoring of the project is done and any slippages are identified well in time and corrective</p>

		<p>action taken.</p> <p>The Engineer's monitoring team will have access to all the data/information of the EPC developer, required for the assessment of the progress and monitoring. If necessary, the monitoring team will visit the Vendor/EPC developer's works in order to assess the status of critical activities.</p> <p>The Employer or the Engineer will hold periodic Project Status Review Meetings. The EPC developer shall depute his Engineers/Managers at appropriate level as decided by the Engineer to attend the Review Meetings.</p> <p>The EPC developer shall provide additional inputs whenever the PERT-CPM diagram indicates a possible slippage in the completion schedule. Such additional inputs may require supplementing of equipment, personnel, work in excess of the normal work per day, and work in excess of the normal work per week or other resources. Provisions under Sub-Clause 8.7 of General Conditions of Contract will be applicable in cases of delays due to EPC developer.</p>
	Penalty	<p>Should there be any delay in the achieving any milestone of the project, the EPC developer shall be liable to pay penalty for the delay to an extent of 1.25% of the total cost of work per milestone to the Employer.</p> <p>This penalty shall be in addition to liquidated damages if any, which shall be incurred if the performance of the Contract is delayed.</p> <p>This penalty shall not relieve the EPC developer from his obligation to complete the Works or from any other of his obligations and liabilities under the Contract.</p> <p>The EPC developer shall co-ordinate his programme to the extent feasible with the programmes of other EPC developers to be engaged at the Site or in the vicinity of the Site as furnished by the Engineer so that the project can be completed in time as per the overall programme.</p>
	Work Plan	<p>The EPC developer shall also submit with his program of works, a detailed work plan which states clearly the manner in which the EPC developer intends to carry out the work including the equipments proposed for executing the work and the place and time for use of heavy equipments.</p>
	10.0 Tests on Completion	<p>The EPC developer shall in addition to the tests instructed by the Engineer, carry out the tests on Completion for the equipments after Substantial Completion of the Project as per the Manuals.</p>
	10.1 EPC developer's Obligations	<p>Substantial Completion: for the purpose of the Contract, Substantial Completion of the Project is achieved when all the construction work has been completed and all the equipments have been procured and installed.</p>
		<p>On achieving Substantial Completion of the project, the EPC developer shall give notice to the Engineer of achieving Substantial Completion and that the tests on completion may be carried out.</p>
	12.0 Defects Liability	<p>Defects Liability Period for the purpose of the Contract</p>

RFP for EPC Developer (Design & Built) for the Construction of Residential Quarters for Doctors & Dharamshala for patients for TATA Memorial Centre at Parel, Mumbai – RFP – VOL.I

	Period	shall be in accordance with Clause 1.3 of Instruction to Tenders.
	14.0 Variations	<p>The Employer retains the right to vary the detailed specifications of the equipments to be installed in the Hospital.</p> <p>The EPC developer shall be deemed to have considered the above fact while quoting the price of his equipments.</p> <p>No claims shall be entertained on the above basis.</p>
		The EPC developer shall submit the list and detailed specifications for equipments to the engineer at least 60 days before the date indicated in the schedule of activities submitted and approved by the employer for the tendering process for procurement of equipments to begin and get it approved by the employer.
	15 Contract Price and Payments	<p>The contract price shall be a lump sum price mentioned in the letter of acceptance.</p> <p>The employer shall deduct income tax (TDS) at the then prevailing rates from all the payments including advances to be made to the EPC developer. TDS certificate will be issued by the employer for such deductions subsequently.</p> <p>The EPC developer shall not be paid any charges towards any taxes or duties etc. Sales tax/VAT, service tax, building and other construction workers' welfare cess or any other tax or cess in respect of this contract shall be deemed to have been included in the contract price.</p> <p>The EPC developer must submit his income tax, sales tax, work contract tax, PAN number, PF, Service Tax, Contract labor license, ESIC, vat clearance, etc before the payment is released from the employer. He shall also submit copies of the expenditure sheet for the various expenses he has made towards the achievement of a milestone.</p>
	Post Payment Audit	<p>The Employer reserves to himself the right to carry out a post payment audit and/or technical examination of the Works and the Final payment including all supporting vouchers, etc., and to make a claim on the EPC developer for the refund of any excess amount paid to him, if as a result of such examination, any overpayment to him is discovered to have been made in respect of any work done or alleged to have been done by the EPC developer, under the Contract.</p> <p>If any under payment is discovered, the Employer shall pay the same to the EPC developer. Such payments or recoveries shall not carry any interest.</p>
	12.0 Maintenance during Defects Liability Period	<p><u>a.Complaints</u> :</p> <p>The EPC developer shall receive calls for any and all problems experienced in the operation of the system and Equipments under this contract attend to these within 24 hours of receiving the complaints and shall take steps to immediately correct any deficiencies that may exist.</p> <p><u>b.Repairs</u> :</p> <p>All equipment shall be immediately serviced and repaired</p>

		<p>based on the Employer's Requirements. Since the period of Mechanical Maintenance runs for one year concurrently with the defects liability period, all replacement part and labor shall be supplied promptly free-of-charge.</p> <p><u>c. Preventive maintenance:</u> The EPC developer shall carry out all preventive maintenance plans for the equipment and all other electromechanical installations under the Contract as per the standards of the industry and good engineering practices. The format shall be mutually agreed upon award of the contract.</p>
	15.0 Contract Price and Payment	The EPC developer must submit his income tax, VAT returns, PF & ESI payment challan, etc before the payment is released from the Employer. He shall also submit copies of the Expenditure sheet for the various expenses he has made towards the achievement of a milestone.
		The interim payments shall be released only on a pre-decided schedule of payments based on milestones and approved by the Engineer.
		The EPC developer is required to pay all taxes, duties etc for the Works and shall be deemed to have included the same in his Contract Price.
32	19.0 INSURANCE	<p>Professional Indemnity Insurance Policy (PIIP) – The EPC developer shall maintain a Professional Indemnity Insurance Policy, for a sum equivalent to 25% of the cost of project with a nationalized insurance company or any other recognized insurance company by paying a requisite premium. The PIIP shall be taken at the beginning of the year and shall continue till one year after the project completion. All the insurance policies maintained by the EPC developer shall be primary and shall provide the employer a certificate from insurers acknowledging that all insurance policies maintained by the EPC developer with such insurer are primary and do not call into contribution of any other insurance that may be available to the employer.</p> <p>Comprehensive Insurance Policy: It shall be taken in the joint name of the HLL, in respect of claims for personal injury to or the death of any persons under a contract of service or apprenticeship, with the consultant or such sub consultant as the case may be and arising out of and in the course of such persons employment.</p>

SECTION IV EMPLOYER'S REQUIREMENT

1. Introduction to the project

Tata Memorial Centre, Parel, Mumbai intends to set up a Residential quarters for doctors & Dharamshala for patients in plot No.3/ 330 adjacent to Haffkine Institute for Tata memorial centre in Parel, Mumbai on a turnkey basis.

The project shall be carried out on EPC basis, where the selected developer shall be responsible for all aspects of developing residential/dharmashala facilities, including the planning, design, construction and commissioning of the Facilities, as well as the procurement, installation and commissioning of services in accordance with the concept plans appended as Volume III of this RFP document and final approved plans by the employer and the Employer's Requirements stated herein.

The estimated cost of the Project is Rs.63 Crores. Construction cost includes civil, plumbing, Elevators, STP/ WTP/ RWH, Additional FSI, electrical, fire detection and protection plan and waste management, communication and networking plan, substation, DG back-up, Solar Water Heating System, CCTV, Internal roads, landscaping and horticulture, Lightning protection, Signages, Audio Visual Systems, Access control/swipe card/Time and attendance, Building management system (BMS), car parking and all external services including obtaining commencement certificate, occupancy certificate, power, water supply connection from concerned statutory authorities.

The selected developer shall complete the EPC project in 16 months (including obtaining necessary approvals/ permits/ license from statutory authorities) and handing over the facilities to the authorities fully complete and functional, within this period. When completed the facilities should be world class, equipped with latest equipments.

2. Scope of Work

The proposed Project envisages the establishment of the following new facilities:

Part I

1. Construction of Residential Quarters.
2. Construction of Dharamshala

Part II

3. MLCP for 200-220 numbers of cars and surface car parking of 80-100 numbers or as per the statutory requirements, whichever is more.

OPTION – 1 – TOTAL SCOPE

Under this option the EPC developer shall consider the construction of structure and entire finishing works including all MEP services and terrace finishes for the entire quarters and dharmashala building and MLCP block.

OPTION-2 – FINISHES UPTO 10th FLOOR

Under this option the following needs to be considered as the scope of works:

Completion of entire civil structure (core and shell) for the quarters and dharmashala.

All external block works including external plastering upto to terrace floor.

All internal partition walls including all finishing works upto to 10th Floor (Basement + Ground + 10 floors). Completion of all MEP works like Electrical, Plumbing, Fire fighting and other building services upto 10th floor.

Internal partition walls required for highside MEP works like service ducts, electrical rooms, etc. to be considered from 10th floor onwards. Only high side MEP services to be provided above 10th floor. Only OHT and Lift Machine room to be considered in terrace floor.

About 300 Car Parking lots & 100 parking lots for bikes shall be provided. Multi Level car parking (approx.200-220 number of cars) and surface car parking of approx.80-100 numbers shall be considered.

OPTION-3 – FINISHES UPTO 7TH FLOOR

Under this option the following needs to be considered as the scope of works:

Completion of entire civil structure (core and shell) for the quarters and dharmashala.

All external block works including external plastering upto to terrace floor.

All internal partition walls including all finishing works upto to 7th Floor (Basement + Ground + 7 floors). Completion of all MEP works like Electrical, Plumbing, Fire fighting and other building services upto 7th floor.

Internal partition walls required for highside MEP works like service ducts, electrical rooms, etc. to be considered from 7th floor onwards. Only high side MEP services to be provided above 7th floor. Only OHT and Lift Machine room to be considered in terrace floor.

About 300 Car Parking lots & 100 parking lots for bikes shall be provided. Multi Level car parking (approx.200-220 number of cars) and surface car parking of approx.80-100 numbers shall be considered.

These facilities shall be designed and built on the basis of the details provided in the following documents.

RFP Volume III (indicative Concept Plans of proposed facilities)

RFP Volume IV (Design Requirements and specifications for buildings & services)

The activities required to be carried for completion of the Project include but not limited to:

- I. Design development including preparation of detailed architectural design based on the indicative concept plans appended herewith and the employer's requirements.
- II. A minimum of 2 alternative concept plans for each of the 3 options mentioned under scope of work to be submitted suiting the employer's requirements and the most suitable option will be finalized by the employer after discussions with end users with or without any modifications.
- III. Getting approvals / permissions / permits / NOC of the statutory / local bodies and governmental agencies.
- IV. Ensure regulatory compliance (CVC, GFR, MoEF labour commissioner & other regulatory authorities) during the execution of the work.
- V. Detailed design engineering including architectural design and construction documents, structural engineering, electrical engineering, heating ventilation and air conditioning plans, communication and networking plan, fire detection and protection plan, surveillance system, BMS etc.
- VI. EPC developer shall ensure that the proposed development meets the prevailing design standards laid by NBC & such statutory bodies in India and as per the local town planning authorities etc.
- VII. EPC developer shall also ensure that all the statutory requirements/obligations are complied in planning, design and execution of the proposed development (NBC/NABH/MCGM/MMRDA/BMC/ MoEF /GRIHA/MPCB etc).The statutory fess payable to the statutory bodies will be reimbursed by TMC.
- VIII. Developing master plan/s for the proposed development and obtain regulatory approvals from the town planning authorities (such as building planning, Traffic & Co-ordination etc depts. of MCGM and /or such authorities) for the same.
- IX. Conduct botanical survey, identify the number of trees to be cut, if any and obtain tree cutting permission from the regulatory authority.
- X. To prepare the Environmental Impact Assessment (EIA) report and obtain environmental clearance from MoEF or/and the State appraisal committees, Authorisation/ NOC from MPCB etc as may required to take up the proposed development.
- XI. Site clearance before commencement of work like demolition of existing structures, diversion of existing underground utilities, clearing of vegetations & trees, laying of approach roads etc.
- XII. Care should be taken to ensure proper disconnection of any existing underground electrical power supply/cables, water supply and sanitary connection before commencement of excavation works. If any such item is encountered during excavation works, care should be taken not to disturb and reroute the same with the help of concerned authorities without disturbing the functioning of adjacent buildings within and near to the site.
- XIII. Also the foundations of any old structures at site if encountered during execution of works shall be removed by the EPC developer.
- XIV. Repairs to existing compound wall/demolishing and reconstruction of compound wall/repair to compound wall and other necessary works any where in plot No 3/330.
- XV. Building construction and installation of all services and making all the building services fully and functionally operative.
- XVI. Completion of Project as per the specified timelines
- XVII. Compliance with Environmental and Energy efficiency norms and obtaining at least 3 star GRIHA rating.
- XVIII. Procurement and installation of fittings and fixtures including internal and external signages.
- XIX. All aspects of quality assurance, including testing of materials, works, equipments and other components of the work to the satisfaction of employer.

- XX. Project Management to ensure completion of the Project as per the specified timelines.
- XXI. Submission of the completion / 'as-built' drawings in 5 sets and other related documents, both a hard copy and the soft copy in Auto CAD and other software used for the purpose.
- XXII. Providing necessary power and water for the newly constructed facilities including transformers, bore wells, sump, overhead water tanks, water treatment plant, Sewage treatment plant, Rain Water Harvesting, etc.
- XXIII. Obtaining NOC/Occupation certificate for the new facilities.
- XXIV. Clearance of site before Handing over of the facilities after fulfilling all the obligations under "Employer's Requirement".

REQUIREMENTS OF VARIOUS FACILITIES

3.2.1 Structural System

Beam and slab system shall be followed for the entire development to ensure depression of floor slabs for providing Indian Water Closets and plumbing service lines below floors.

3.2.8 Electricity

The proposed building shall be provided with 100% DG Back-up facility to ensure smooth functioning of services.

3.2.9 Public Health facilities

The toilet facilities are provided in accordance to National Building Code requirements in all the floors.

3.2.10 Fire protection system

The proposed building shall be adequately protected against the hazards of fire by adhering to the fire protection standards of National Building Code.

3.2.11 Vertical Transportation system & Fire exit provisions

One bed lift and one passenger lift shall be provided for Dharamshala & two passenger lifts for Quarters In addition to the main staircase each block shall have one fire escape staircase as per prevailing fire norms

TMC will enter into CMC with the supplier/vendor at the rates to be separately quoted by the EPC Developer. The rate quoted for CMC will not be considered for price comparison purpose.

4. Generic requirements

The intending tenderer should plan the buildings keeping in view the requirements of the National Building Code, IS10905 (Recommendations of basic requirements of General Hospital Buildings), IS 12433 (Basic requirement of Hospital Planning), guidelines of Medical Council of India for Speciality Hospital and other related standards. Provisions of ISO Standards on Environment, Health Protection and Safety should be integrated in the design. The completed facility should be eco friendly and meet global standards and provide state of the art of technology for health care.

Some of the generic requirements common for all the segments of the project are as follows:

- i. The Architectural finishes shall be of such quality that will ensure better hygienic conditions and aesthetic look.

- ii. The architectural design should take in to account the requirements of physically challenged persons.
- iii. All the material procured or to be used should be to the satisfaction of the Engineer before being used for the works intended to.
- iv. All sanitary/ water supply fixture and fittings shall be of approved make confirming to IS specifications.
- v. There should be separate inlets for hot and cold water in all the buildings. The buildings should have sufficient number of water coolers and filters to cater to the needs of different users.
- vi. The design should provide for underground and overhead water tank with necessary pumping arrangement for both potable and fire fighting requirements.
- vii. The design should incorporate fire fighting system with electrical/hydrants, sprinklers, fire extinguishers and fire alarm system in accordance with the rules and regulations of the local fire authority and that of the Tariff Advisory Committee (TAC) of the Insurance Association of India, as amended up to date.
- viii. Lighting should confirm to NBC Code of practice for Lighting. All electrical system, fixtures, fittings etc. should confirm to CPWD specifications, latest IS code etc.
- ix. The planning should include landscaping and horticulture to increase the comfort conditions inside the building. The EPC developer shall create parking, approach roads and other requirements for the building.
- x. Provision should be made for internal and external signages, display boards, public address system in the required area.
- xi. Finishings in the room should be complete in all respects including, communication networking for telephone connection, power points etc.
- xii. The quarters & dharamshala constructed should have power back up systems.
- xiii. Mechanical services shall be designed and installed with provisions to contain noise and the transmission of vibration generated by moving plant and equipment schedules to achieve acceptable noise and vibration with respect to human beings specified by ISO standards 13.140 and 13.160
- xiv. All moving plant, machinery and apparatus be statically and dynamically balanced at manufactures work and certificate issued.

During execution of the contract, no part of the work shall be left uncovered and care should be taken for environmental protection. Also the works shall be carried out in a manner so that the dust particles, smoke etc does not enter the surrounding buildings or the proposed construction area in the adjacent plot for the Construction of Women & Children Cancer wing and Hadron Beam facility.

The EPC developer shall make, till completion of the project:

1. Maintain safe custody of materials brought to the site. The EPC developer shall also employ necessary watch and ward establishment for the work and other purposes as required at his own cost.
2. Proper arrangement of security, safety, transportation, manpower, lighting arrangement for execution of works at night
3. Arrangement of tower crane, batching plant and others machinery, tools and tackles required for timely execution of work.

4. Proper barricading around site so that surrounding area is made free from disturbances. The specifications of barricading shall be got approved by Engineer in-charge. External face of barricading to display name of Client and Engineer-in charge. No sign board of EPC developer is allowed unless permitted by the Engineer-incharge in writing.

5. **General Design Requirements**

The project shall be designed according to international best practices and constructed at par with the international standards and equipped with the internationally accepted latest equipments at the time of commissioning.

The design should be fit for the purpose intended and there should be scope for further developments that may be planned in the future for the facility. The developer is encouraged to use innovative design components and latest technology available for the purpose of the project.

Basic features that should be considered and incorporated in the design:

- **Cultural responsiveness.** The culture of patients caretaker/residents/staff/visitors shall be considered in the overall planning of the facility.
- **Groups (stakeholders)** affected by and integral to the design shall be included in the planning and implementation process.
- **Sustainable Design**

Sustainable design, construction, and maintenance practices to improve building performance shall be considered in the design.

The basic components of sustainable design desired are:

- i. **Development.** Design to minimize negative environmental impacts associated with buildings and related site development.
- ii. **Waste minimization.** Design to support the minimization of waste in construction and operation.
- iii. **Water quality and conservation.** Evaluate potable water quality and conservation in all phases of facility development or renovation. Design for water conservation shall not adversely affect health, safety, or infection control.
- iv. **Energy conservation.** Consider energy conservation in all phases of facility development or renovation. Proper planning and selection of mechanical and electrical systems, as well as efficient utilization of space and climatic characteristics, can significantly reduce overall energy demand and consumption. The quality of the health care facility environment must, however, be supportive of the occupants and function served. Design for energy conservation shall not adversely affect patient health, safety, or accepted personal comfort levels. Architectural elements that reduce energy consumption shall be considered part of facilities design.
- v. **Indoor air quality.** The impact of building design and construction on indoor air quality shall be addressed. Minimize impact from both exterior and interior air-contamination sources.
- vi. **Impact of selected building materials.** Address the environmental impacts associated with the life cycle of building materials.

- **Light and views.**

The design should maximize natural light, views, and access to the outdoors, as appropriate.

- i. Access to natural light should be achieved without going into private spaces. Examples include windows at the ends of corridors, skylights into deep areas of the building in highly trafficked areas, transoms, and door sidelights.
- ii. Location and organization of the building should respond to and prioritize unique natural views and other natural site features.

- **Clarity of access (way-finding)**

- i. Entry points to the building should be clearly defined from all major exterior circulation modes (roadways, bus stops, vehicular parking).
- ii. Clearly visible and understandable signage and visual landmarks for orientation should be provided.
- iii. Boundaries between public and private areas should be well marked, and clearly distinguished.
- iv. A system of interior “landmarks” should be developed to aid occupants in cognitive understanding of destinations. These may include water features, major art, distinctive color, or decorative treatments at major decision points in the building. These features should attempt to involve tactile, auditory and language cues, as well as visual recognition.

- **Finishes**

- i. In any design project, the selection of a color palette should be based upon many factors, including the building population, anticipated behavior in the space, time of encounter and level of stress. The color palette selected should be suitable and appropriate for the specific environment, taking into account the specific activities conducted in that environment.
- ii. Finishes and color palettes should respond to the geographic location of the facility, taking into account climate and light, regional responses to color, and the cultural characteristics of the community served.
- iii. The effect on patients/residents/staff/visitors of materials, colors, textures, and patterns shall be considered in the overall planning and design of the facility. Maintenance and performance shall be considered when selecting these items.

6. Documents to be submitted with design

The EPC developer shall submit with his design all the documents and the references used in the design. The EPC developer shall also submit desired number of copies of the following:

- i. Detailed drawings including the structural drawings, architectural drawings, component drawing etc.
- ii. Standards and specifications being followed in the design and for materials to be used in a consolidated tender form
- iii. List of vendors from whom the materials are planned to be procured
- iv. Tests to be carried out

- v. Site safety plan which includes the following:
1. A statement of the EPC developer's policy, organisation and arrangements for safety, health and welfare;
 2. The name(s) and experience of person(s) within the EPC developer's proposed management who would be responsible for coordinating and monitoring the EPC developer's safety performance;
 3. The number of safety staff who would be employed on the Works, their responsibilities, authority and line of communication with the proposed EPC developer's representative;
 4. A statement of the EPC developer's policy and procedures for identifying and estimating hazards, and the measures for addressing the same;
 5. List of safety hazards and health hazards anticipated for this Contract and sufficient information to demonstrate the EPC developer's proposals for achieving effective and efficient safety and health procedures;
 6. Description of the training courses and emergency drills which would be provided by the EPC developer, with an outline of the syllabus to be followed;
 7. Details of the safety equipment which would be provided by the EPC developer, including personal protective equipment;
 8. Statement of the EPC developer's policy and procedures for ensuring that EPC developer's Equipment used on the Project Site are maintained in a safe condition and are operated in a safe manner;
 9. Statement of the EPC developer's policy and procedures for ensuring that sub-EPC developers comply with the EPC developer's Safety Plan;
 10. Statement of the EPC developer's disciplinary procedures with respect to safety related matters, and
 11. Statement of the EPC developer's procedure for reporting and investigating accidents, dangerous occurrences or occupational illnesses.
- vi. Quality plan as per ISO: 9001:2000
- vii. Design data
- viii. Requirements for any foundation, structure, plants or services etc which the EPC developer feels shall be accessed in order to proceed with the projects in accordance with the design.

The EPC developer shall submit to the Employer and the Engineer all Design Data, together with the relevant Design Certificates certified by the EPC developer. In the event that a re-submission of Design Data is required, such re-submission shall be made as soon as practicable after the receipt of the relevant statement of objections. All submissions of Design Data shall include 6 copies.

7. Maintenance and Training requirements for systems, machines and equipments

The EPC developer shall maintain all systems, machines and equipments during the defects liability period. The developer shall see to it that all the warranty and guaranty cards are properly filled and duly submitted to the Employer along with their maintenance manuals.

The EPC developer shall train the staff of the Employer for the new systems, machines and equipments. The minimum training period should be 3 months, which can be varied by the Employer.

The EPC developer shall make arrangements for demonstrations before trial run and at the time of commissioning of the systems and equipments.

Operation and Maintenance Manual shall be supplied to the Employer for the new equipments and latest machinery.

These manuals shall contain in sufficient details, the procedures for operation and the maintenance schedule for the equipments installed.

8. Periodical Progress review

Periodical review of the progress of the project shall be carried out in every 21 days and at any time desired by the Employer. For this purpose the EPC developer shall prepare and submit the progress reports as stated in the Contract.

The EPC developer shall keep at site a latest copy of the following:

i. EPC developer's Documents

The EPC developer's Documents shall include but not limited to the technical documents as follows:

- (a) Construction Drawings Detailed including any modifications etc.
- (b) List of Codes, standards and specifications being followed.
- (c) Documents required to satisfy all regulatory approvals,
- (d) A complete set of "as-built" records of the execution of the Works, showing the exact as-built locations, sizes and details of the work as executed.
- (e) Any other document which the Engineer instructs from time to time

ii. Operation and Maintenance Manuals

iii. Records of EPC developer's Personnel, Labour and Equipment

- iv. Charts and detailed descriptions of progress, including, each stage of design, procurement, manufacture, delivery to Site, construction, erection, testing, commissioning and trial operation;
- v. Cash Flow Analysis of the past and estimate for the balance of the work against time on a fortnight basis.
- vi. Photographs showing the status of manufacture and of progress on the Site;
- vii. For the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of:
 - (a) Commencement of manufacture,
 - (b) EPC developer's inspections,
 - (c) Tests, and
 - (d) Shipment and arrival at the Site;
- viii. Copies of quality assurance documents, test results and certificates of Materials

- ix. List of Variations, notices given under Sub-Clause 2.4 (Employer's Claims) and notices given under Sub-Clause 20.1 (EPC developer's Claims);
- x. Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations;

9. Quality Control

The EPC developer must ensure that the works satisfy the quality standards as per international standards and to the satisfaction of the Employer. The EPC developer shall submit his quality plan in accordance with the above

The works, plant and materials shall be subject to tests from time to time as per best practices in the industry. Wherever mentioned in the Contract, the tests must be carried out at the EPC developer's expense. The EPC developer shall maintain a fully equipped testing lab for testing building materials, concrete test cubes, etc.

The materials shall be procured from reputed vendors approved by the Engineer. The EPC developer must also supply samples from time to time to the Engineer for his approval.

The EPC developer shall also carry out the tests as and when required by the Engineer.

10. Tests after Completion

After completion of the project, the Employer may carry out the tests after completion, which shall be carried out under normal operating conditions to assure that the systems, performs well under normal operating conditions.

These tests will include but not limited to:

- i. Running of equipments and systems as a whole to a minimum of 15 days
- ii. System specific tests and equipment specific tests
- iii. Any other test which Employer intends to carry out to check the stability and reliability of the system.

Any defects if pointed out in the tests after completion shall be rectified at his cost and within time as deemed reasonable by the Engineer.