



WEST BENGAL MEDICAL SERVICES CORPORATION LTD.
(Wholly owned by the Government of West Bengal)
Swasthya Sathi, GN-29, Sector-V, Salt Lake, Kolkata-700 091.

CORRIGENDUM - III
TO
BIDDING DOCUMENTS

FOR

**Planning, Design and Construction of 01 (One) Multi/Super Speciality Hospital in the State of West Bengal
on Turnkey Basis**

Bid Reference No.: WBMSCL/NIT- 64/2016

Dated – 25.10.2016

Sl. No.	Section	Clause/ Sl. No.	Current Clause / Provision	Changed Clause / Provision
1	Section – 1 Notice Inviting e-Tender (e-NIT)	8(iii)(a)	<p>(iii) The bidders shall have to meet the following eligibility criteria: (a) The bidder shall be a registered WBPWD Class - I/ CPWD /reputed construction company /agency registered under the relevant laws in India / Public Sector Undertaking – subject to ITB 4.5.</p>	<p>(iii) The bidders shall have to meet the following eligibility criteria: (a) The bidder shall be a reputed construction company /agency registered under the relevant laws in India / Public Sector Undertaking – subject to ITB 4.5.</p>
2	Section – 1 Notice Inviting e-Tender (e-NIT)	8(iii)(b)	<p>(b) Bidder(s) must have satisfactorily completed as a contractor: For being qualified for a single package, minimum one multi- storied building construction project (non-residential) of Rs. 100 Crores or upto three multi-storied building construction projects each of minimum Rs. 35 Crores all on TURNKEY BASIS (Planning, Design & Execution) comprising from preparation of architectural plan and elevation, structural design and drawing and related inter-disciplinary services including internal and external electrification and fire-fighting works at any place(s) in India during the last 7 (seven) financial years ending on the last day of the month previous to the one in which the tender is invited. Partially completed works shall also be considered for determining the eligibility in above, if documentary evidence in support of the fact that the value of the completed portion is Rs. 100 Crores or more.</p>	<p>(b) Bidder(s) must have satisfactorily completed as a contractor: For being qualified minimum one multi-storied building construction project (non-residential) of Rs. 70 Crores or upto two multi-storied building construction projects each of minimum Rs. 35 Crores related inter-disciplinary services including internal and external electrification and fire-fighting works at any place(s) in India during the last 7 (seven) financial years ending on the last day of the month previous to the one in which the tender is invited. Partially completed works shall also be considered for determining the eligibility in above, if documentary evidence in support of the fact that the value of the completed portion is Rs. 70 Crores or more.</p>

Sl. No.	Section	Clause/ Sl. No.	Current Clause / Provision	Changed Clause / Provision
3	Section – 1 Notice Inviting e- Tender (e- NIT)	8(iii)(b) 2 nd Para	<i>For projects in the private sector, completion certificate along with TDS certificates evidencing payment of at least 60% of the completed similar works shall have to submitted. Similar Works/ Works of Similar Nature shall mean Design and Construction of RCC framed non-residential complex with all supporting facilities with works including Public Health, Internal and external electrical works, firefighting works, gas piping, security systems, HVAC works, Lifts, Building Management System and external development, Diesel Generator Sets, Sewerage Treatment Plant, Chillers, roads, drains, landscaping including street lighting etc. works executed in India. Similar Works/ Works of Similar Nature shall exclude Road / Highway / Infrastructure projects / Mass Housing projects / Industrial projects."</i>	<i>For projects in the private sector, completion certificate along with TDS certificates evidencing payment of at least 60% of the completed similar works shall have to submitted. Similar Works/ Works of Similar Nature shall mean Construction of RCC framed non-residential complex with all supporting facilities with works including Public Health, Internal and external electrical works, firefighting works, gas piping, security systems, HVAC works, Lifts, Building Management System and external development, Diesel Generator Sets, Sewerage Treatment Plant, Chillers, roads, drains, landscaping including street lighting etc. works executed in India. Similar Works/ Works of Similar Nature shall exclude Road / Highway / Infrastructure projects / Mass Housing projects / Industrial projects."</i>
4	Section – 2 Instructions To Bidders (ITB)	4.1(a)	<i>The prospective bidders shall have to meet the following eligibility criteria : (a) The bidder shall be a registered WBPWD Class - I/ CPWD /reputed construction company /agency registered under the relevant laws in India / Public Sector Undertaking – subject to ITB 4.5.</i>	<i>The prospective bidders shall have to meet the following eligibility criteria : (a) The bidder shall be a reputed construction company /agency registered under the relevant laws in India / Public Sector Undertaking – subject to ITB 4.5.</i>

Sl. No.	Section	Clause/ Sl. No.	Current Clause / Provision	Changed Clause / Provision
5	Section – 2 Instructions To Bidders (ITB)	4.1(b)	<p>(b) Bidder(s) must have satisfactorily completed as a contractor: For being qualified for a single package, minimum one multi-storied building construction project (non-residential) of Rs. 100 Crores or upto three multi-storied building construction projects each of minimum Rs. 35 Crores all on TURNKEY BASIS (Planning, Design & Execution) comprising from preparation of architectural plan and elevation, structural design and drawing and related inter-disciplinary services including internal and external electrification and fire-fighting works at any place(s) in India during the last 7 (seven) financial years ending on the last day of the month previous to the one in which the tender is invited. Partially completed works shall also be considered for determining the eligibility in above, if documentary evidence in support of the fact that the value of the completed portion is Rs. 100 Crores or more.</p>	<p>(b) Bidder(s) must have satisfactorily completed as a contractor: For being qualified minimum one multi-storied building construction project (non-residential) of Rs. 70 Crores or upto two multi-storied building construction projects each of minimum Rs. 35 Crores related inter-disciplinary services including internal and external electrification and fire-fighting works at any place(s) in India during the last 7 (seven) financial years ending on the last day of the month previous to the one in which the tender is invited. Partially completed works shall also be considered for determining the eligibility in above, if documentary evidence in support of the fact that the value of the completed portion is Rs. 70 Crores or more.</p>
6	Section – 2 Instructions To Bidders (ITB)	4.1(c)	<p>(c) For projects in the private sector, completion certificate along with TDS certificates evidencing payment of at least 60% of the completed similar works shall have to submitted. Similar Works/ Works of Similar Nature shall mean Design and Construction of RCC framed non-residential complex with all supporting</p>	<p>(c) For projects in the private sector, completion certificate along with TDS certificates evidencing payment of at least 60% of the completed similar works shall have to submitted. Similar Works/ Works of Similar Nature shall mean Construction of RCC framed non-residential complex with all supporting facilities with works</p>

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			<i>facilities with works including Public Health, Internal Pa and external electrical works, firefighting works, gas piping, security systems, HVAC works, Lifts, Building Management System and external development, Diesel Generator Sets, Sewerage Treatment Plant, Chillers, roads, drains, landscaping including street lighting etc. works executed in India. Similar Works/ Works of Similar Nature shall exclude Road / Highway / Infrastructure projects / Mass Housing projects / Industrial projects."</i>	<i>including Public Health, Internal Pa and external electrical works, firefighting works, gas piping, security systems, HVAC works, Lifts, Building Management System and external development, Diesel Generator Sets, Sewerage Treatment Plant, Chillers, roads, drains, landscaping including street lighting etc. works executed in India. Similar Works/ Works of Similar Nature shall exclude Road / Highway / Infrastructure projects / Mass Housing projects / Industrial projects."</i>
7	Section – 2 Instructions To Bidders (ITB)	4.2	<i>"A bidder shall have to furnish the following documents: (a) Income Tax, Professional Tax (P.T.) Clearance Certificate, P.T. (Deposit Challan), PAN Card, VAT Registration Certificate along with Income Tax Return Acknowledgement Receipt for Assessment Year 2015-2016.</i>	<i>"A bidder shall have to furnish the following documents: (a) Professional Tax (P.T.) Clearance Certificate, P.T. (Deposit Challan), PAN Card, VAT Registration Certificate along with Income Tax Return Acknowledgement Receipt for Assessment Year 2015-2016.</i>
8	Section – 2 Instructions To Bidders (ITB)	4.4	<i>4.4 A bidder that is under a declaration of ineligibility and/or blacklisting by the Employer in accordance with ITB 3 or by any Department, Authority or body corporate under the Government of India or any State Government, at the date of the deadline for bid submission or thereafter</i>	<i>4.4 A bidder that is under a declaration of ineligibility and/or blacklisting by the Employer in accordance with ITB 3 or by any Department, Authority or body corporate under the Government of India or any State Government, at the date of the deadline for bid submission or thereafter during process of</i>

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			<p>during process of evaluation, shall be disqualified provided such declaration of ineligibility and/or blacklisting has not been challenged by the bidder and such declaration is stayed and/or kept in abeyance and/or set aside by any competent court of law and/or by any other judicial authority.</p> <p>Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.</p>	<p>evaluation, shall be disqualified provided such declaration of ineligibility and/or blacklisting has not been challenged by the bidder and such declaration is stayed and/or kept in abeyance and/or set aside by any competent court of law and/or by any other judicial authority.</p> <p>4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.</p>
8	Section – 2 Instructions To Bidders (ITB)	30.2 Sl. No. 2	<p>Value of Construction works of similar nature completed during the last 7 Financial Years supported by certificate by the client/ TDS</p> <p>20</p> <p>100 Crores to 200 Crores = 10</p> <p>201 Crores to 300 Crores = 15</p> <p>>300 Crores = 20</p>	<p>Value of Construction works of similar nature completed during the last 7 Financial Years supported by certificate by the client/ TDS</p> <p>20</p> <p>70 Crores to 150 Crores = 10</p> <p>151 Crores to 250 Crores = 15</p> <p>>250 Crores = 20</p>

Sl. No.	Section	Clause/ Sl. No.	Current Clause / Provision			Changed Clause / Provision		
9	Section – 2 Instructions To Bidders (ITB)	30.2 Sl. No. 3	No of technical personnel under the permanent pay roll of the bidder certified by HR/Personne l- branch i. No. of Graduat e Engine rs ii. No. of Diploma Engine rs iii. Others as per Clause 2.4	20	100 nos. -250 nos. = 10	No of technical personnel under the permanent pay roll of the bidder certified by HR/Personne l- branch i. No. of Graduat e Engine rs ii. No. of Diploma Engine rs iii. Others as per Clause 2.4	20	100 nos. -150 nos. = 10
					251 nos. – 500 nos. =15		151 nos. – 200 nos. =15	
					>500 nos = 20		>250 nos = 20	
10	Section – 2 Instructions To Bidders (ITB)	30.2 Sl. No. 4	Value of Plant & Machineries as per Clause 2.5 either owned by the bidder or taken on	20	100 Crores to 200 Crores = 10	Value of Plant & Machineries either owned by the bidder or taken on lease as per Form – 6 in	20	25 Crores to 50 Crores = 10
					201 Crores to 300 Crores = 15		51 Crores to 100 Crores = 15	

Sl. No.	Section	Clause/ Sl. No.	Current Clause / Provision		Changed Clause / Provision	
			<i>lease, supported by declaration</i>	<i>> 300 Crores = 20</i>	<i>Section -4</i>	<i>> 101 Crores = 20</i>
11	Section – 2 Instructions To Bidders (ITB)	30.2	<i>Financial Bids of the bidders complying with the qualifying criteria specified in Section - 3 and securing a Technical Score of 50 and above would only be opened.</i>		<i>Financial Bids of the bidders complying with the qualifying criteria specified in Section - 3 and securing a Technical Score of 60 and above would only be opened.</i>	
12	Section – 3 Evaluation & Qualification Criteria (EQC)	2.3.2	<i>Participation as contractor in minimum one multi- storied building construction project (non-residential) of Rs. 100 Crores or upto three multi-storied building construction projects each Rs. 35 Crores within the last 3 financial years all on TURNKEY BASIS (Planning, Design & Construction) comprising from preparation of architectural plan & elevation, structural design & drawing and related inter-disciplinary services including internal and external electrification and fire-fighting works at any place(s) in India during the last 7 (seven) financial years ending on the last day of the month previous to the one in which the tender is invited, that have been</i>		<i>Participation as contractor in minimum one multi- storied building construction project (non-residential) of Rs. 70 Crores or upto two multi-storied building construction projects each Rs. 35 Crores within the last 3 financial years related inter-disciplinary services including internal and external electrification and fire-fighting works at any place(s) in India during the last 7 (seven) financial years ending on the last day of the month previous to the one in which the tender is invited, that have been successfully completed and that are similar to the proposed works. The same must be supported by credentials and performance certificates from clients/end-user for</i>	

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			<p><i>successfully completed and that are similar to the proposed works.</i></p> <p><i>The same must be supported by credentials and performance certificates from clients/end-user for executing works in time.</i></p>	<p><i>executing works in time.</i></p>
13	Section – 3 Evaluation & Qualification Criteria (EQC)	2.4 Personnel	<p>2.4 Personnel</p> <p><i>The bidder must engage the following technical personnel (having minimum 8-year experience for diploma holder and 5-year experience for degree holder) in their pay- roll of full time engagement per site.</i></p> <p>I. 1-Graduate Civil Engineers for day to day management/ supervision /Inspection of progress of work</p> <p>II. 2-Diploma Civil Engineers for day to day management/ supervision/ inspection of progress of work</p> <p>III. 1-Graduate Architect</p> <p>IV. 1-Surveyors</p> <p>V. 2-Quantity Surveyors</p>	<p>2.4 Personnel</p> <p><i>The bidder must engage the following technical personnel (having minimum 8-year experience for diploma holder and 5-year experience for degree holder) in their pay- roll of full time engagement per site.</i></p> <p>I. 1-Graduate Civil Engineers for day to day management/ supervision /Inspection of progress of work</p> <p>II. 2-Diploma Civil Engineers for day to day management/ supervision/ inspection of progress of work</p> <p>III. 1-Graduate Architect</p> <p>IV. 1-Surveyors</p> <p>V. 2-Quantity Surveyors</p>

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			VI. 1-Senior(Graduate) Safety Engineers VII. 1-Junior(Diploma) Safety Engineers VIII. 1-Graduate Mechanical Engineer IX. 1-Diploma Mechanical Engineers X. 1-Graduate Electrical Engineers XI. 1-Diploma Electrical Engineers XII. 1-Hospital Management Personnel XIII. 1-Biomedical Engineer	VI. 1-Senior(Graduate) Safety Engineers VII. 1-Junior(Diploma) Safety Engineers VIII. 1-Graduate Mechanical Engineer IX. 1-Diploma Mechanical Engineers X. 1-Graduate Electrical Engineers XI. 1-Diploma Electrical Engineers XII. 1-Hospital Management Personnel
14	Section - 5.5 Scope & specification of civil works	14		FRP DOOR - Nyflex
15	Section - 5.5 Scope & specification of civil works			Wearing coat of compound roads of proposed superspecialty hospital should be 25mm thick mastic asphalt.
16	Section - 5.6 Scope & specification of Electrical works	Sl. No. 22 Special Condition	The following clauses is added after Clause 22.11:	22.11: SOLAR WATER HEATER: The type, complexity, and size of a solar water heating system are mostly determined by: <ul style="list-style-type: none"> Changes in ambient temperature and solar radiation between summer and winter. The changes in ambient temperature during the day-night cycle. The possibility of the potable water or collector fluid overheating.

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				<ul style="list-style-type: none"> • <i>The possibility of the potable water or collector fluid freezing.</i> <p><i>The minimum requirements of the system are determined by the amount or temperature of hot water required during winter, when a system's output and incoming water temperature are typically at their lowest.</i></p> <p><i>The maximum output of the system is determined by the need to prevent the water in the system from becoming too hot.</i></p> <p><i>The Solar Heating System should be made of following parameters:</i></p> <ol style="list-style-type: none"> <i>i. Solar Heating System should be designed for full requirement of hot water at Hospital per day.</i> <i>ii. Natural circular system should have to be provided</i> <i>iii. Hot water pipe must be insulated at all places.</i> <i>iv. Collector will be Finned type and will be placed at an angle [Latitude+ 150]</i> <i>v. Outer cladding of the tank should be made of painted MS sheet of standard thickness.</i> <i>vi. End Caps should be made of painted MS sheet of standard thickness.</i> <i>vii. There should be non return valves, gate valves and full way valves in the system.</i> <i>viii. The solar heater should have to be provided with alternative heating arrangement</i>

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				through raw power in absence of solar energy
17	Section - 6 General Conditions of Contract (GCC)	4.8.4	<p><i>“No materials on the sites shall be so stacked or placed as to cause danger or inconveniences to any person or to the public. The Contractor shall provide all necessary fencing and lights to protect the public from accidents and shall be bound to bear expenses of defense of every suit, action or other proceedings at law, that may be brought by any person, for injury sustained, owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceeding, to any such person or which may, with the consent of the Contractor be paid to compromise any claim by any such person.”</i></p>	<p><i>“No materials on the sites shall be so stacked or placed as to cause danger or inconveniences to any person or to the public. The Contractor shall provide all necessary fencing and lights to protect the public from accidents and shall be bound to bear expenses of defense of every suit, action or other proceedings at law, that may be brought by any person, for injury sustained, owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceeding, to any such person or which may, with the consent of the Contractor be paid to compromise any claim by any such person. In case any damage or destruction of public utilities is caused at the site by any act or omission of the Contractor, the Contractor shall also be liable to bear the costs and expenses for replacement or repair of such public utilities and all costs and expenses arising in connection thereto, upon such costs and expenses being determined by the Employer or the appropriate Government body. The Employer shall have the right to deduct all costs and expenses arising out of application of this clause, from the monthly bills payable to the Contractor.”</i></p>

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18	Section - 6 General Conditions of Contract (GCC)	4.17 2 nd para	<p><i>“For such Goods as may be specified by the Employer from time to time, the Contractor shall obtain prior approval of the makes and models of the Goods to be supplied, not less than 15 days prior to the scheduled supply of such Goods. To facilitate the Employer in giving such approval, all technical details and specifications of the various makes and models of the Goods to be supplied shall be provided by the Contractor to the Employer.”</i></p>	<p><i>“For such Goods as may be specified by the Employer from time to time, the Contractor has to obtain prior approval from the Employer’s Representative for selection of any particular Make/Brand or any particular category/sub-category of such Make/Brand. If any Make/Brand or any category/ sub-category thereof is not available in the market, the Employer’s Representative can add or substitute Make/Brand or any particular category/sub-category of such Make/Brand apart from that in the list at any stage during progress of work but only upon due application in this respect from the end of Contractor corroborated by necessary documents. The decision in this regard taken by the Employer will be final and binding. Upon approval of the Make/Brand of the Goods, the Contractor shall ensure that prior to supply of the Goods, the Contractor obtains Manufacturer’s Authorization Form as per Form – 14 from the manufacturer of Goods and provides the same to the Employer or causes the manufacturer to send the same directly to the Employer.”</i></p>
19	Section - 6 General Conditions of Contract (GCC)	4.18	<p><i>“Under no circumstances shall the Employer be required to accept any Goods that do not conform to the specifications of or requirements of the Contract. The Employer may condition acceptance of the Goods upon the successful completion of acceptance tests, as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall the Employer be obligated to accept any Goods unless and until</i></p>	<p><i>“Under no circumstances shall the Employer be required to accept any Goods that do not conform to the specifications of or requirements of the Contract. The Employer may accept the Goods upon the successful completion of acceptance tests, as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall the Employer be obligated to accept any Goods unless and until the</i></p>

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			<p><i>the Employer has inspected the Goods following commissioning of the Goods in accordance with the requirements of the Contract. The Goods shall be deemed to be accepted only after the Employer provides written acceptance.</i></p> <p><i>Notwithstanding any other rights of, or remedies available to, the Employer under the Contract, in case any of the Goods is defective or otherwise does not conform to the specifications or other requirements of the Contract, the Employer may, at its sole option, reject or refuse to accept the Goods, and the Contractor agrees promptly to replace such Goods with Goods of equal or better quality.</i></p> <p><i>Provided that commissioning of the Goods within the meaning of this GCC, will mean and shall be deemed to include obtaining necessary No Objection Certificates or clearances or approvals which may be required for operation of such Goods."</i></p>	<p><i>Employer has inspected the Goods following commissioning of the Goods in accordance with the requirements of the Contract. The Goods shall be deemed to be accepted only after the Employer provides written acceptance.</i></p> <p><i>Provided that, upon supply and installation of the Goods comprising the Works, the right of such Goods shall vest on the Employer and the Contractor will be the custodian of all such Goods till installation, commissioning and handing over to the Employer. The Contractor shall also execute Indemnity Bond as provided in Form - 15 of Section - 4 (Bidding Forms) in favour of the Employer for such Goods as may be specified by the Employer, warranting the safety and security thereof and get the same registered before the appropriate registration offices at West Bengal that it or its men and agents will not take any steps for removal, defacement, disfiguring or destruction of such Goods or any part thereof. Alongwith the registered Indemnity Bond in original, the Contractor shall submit alongwith the Goods, the following documents:</i></p> <p><i>(a) Manufacture Test Certificate</i></p> <p><i>(b) Original Invoice of purchase of such Goods</i></p> <p><i>(c) Material Receipt Note (signed in triplicate and containing the endorsement of the Employer's Representative, certifying delivery of such Goods at site)</i></p> <p><i>Notwithstanding any other rights of, or remedies</i></p>

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				<p>available to, the Employer under the Contract, in case any of the Goods is defective or otherwise does not conform to the specifications or other requirements of the Contract, the Employer may, at its sole option, reject or refuse to accept the Goods, and the Contractor agrees promptly to replace such Goods with Goods of equal or better quality.</p> <p>Provided that commissioning of the Goods within the meaning of this GCC, will mean and shall be deemed to include obtaining necessary No Objection Certificates or clearances or approvals which may be required for operation of such Goods."</p>
20	Section - 6 General Conditions of Contract (GCC)	4.32	"The Contractor will provide free of cost furnished accommodation for the Employer's Representative and its staff, at the site of work, in terms of Section - 5 (Employer's Requirements). It is made clear that such site office for the Employer will be constructed by the Contractor within 30 days from the date of handing over possession of Site."	"The Contractor will provide free of cost furnished accommodation for the Employer's Representative and its staff, at the site of work, in terms of Section - 5 (Employer's Requirements)."
21	Section - 6 General Conditions of Contract (GCC)	5.1 2 nd para	"The Contractor shall submit its structural drawing upto plinth level and concept architectural design as vetted by the institutions recommended by the Employer or any structural and architectural firm having a minimum of 20 years of experience in such field, which is empanelled with any metropolitan municipal body in India and make a Microsoft Power Point presentation to the Employer or its designated representatives or the approval authority within	"The Contractor shall submit its structural drawing upto plinth level and concept architectural design as vetted by its in-house design team or its contracted design engineering firm with whom it had entered into a agreement/ arrangement at the time of bidding for the Project and make a Microsoft Power Point presentation to the Employer or its designated representatives or the approval authority within 35 days from the date of issue of Letter of Acceptance / Notification

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			35 days from the date of issue of Letter of Acceptance / Notification of Award."	of Award."
22	Section - 6 General Conditions of Contract (GCC)	8.1(b)	"The Contractor shall however commence the design and execution of the Works as soon as is reasonably practicable after the date of Letter of Acceptance / Notification of Award and shall then proceed with the Works with due expedition and without delay."	"The Contractor shall however commence the design and execution of the Works as soon as is reasonably practicable after the date of Letter of Acceptance / Notification of Award and shall then proceed with the Works with due expedition and without delay. However, under no circumstances, commencement of Works shall be delayed on the guise of any site clearance or relocation of services."
23	Section - 6 General Conditions of Contract (GCC)	8.4.1	"Period of Mobilisation shall be 7 days counting from the stipulated date of start of work as mentioned in Letter of Acceptance/ Notification of Award by the Employer's Representative. The Contractor shall carry out following activities within this period stated. It shall submit to the Employer's Representative within the same 7 day period, the stipulated date of start, the proposed layout of locating offices, stores, godowns, yards, water, electric network etc. for approval of the Employer's Representative. Minimum following activities shall be completed within the mobilization period of 14 days or such extended period as approved by the Employer's Representative. Site office of the Contractor Line out including establishing of grid	"Period of Mobilisation shall be 14 days counting from the stipulated date of start of work as mentioned in Letter of Acceptance/ Notification of Award by the Employer's Representative. The Contractor shall carry out following activities within this period stated. It shall submit to the Employer's Representative within the same 14 day period, the stipulated date of start, the proposed layout of locating offices, stores, godowns, yards, water, electric network etc. for approval of the Employer's Representative. Minimum following activities shall be completed within the mobilization period of 14 days or such extended period as approved by the Employer's Representative. Site office of the Contractor Line out including establishing of grid

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			<p><i>line levels and its approval from the Employer's Representative.</i></p> <p><i>Tapping electric and water connections</i></p> <p><i>One cement godown and steel yard</i></p> <p><i>Obtaining insurance policies as per the Contract</i></p> <p><i>Obtaining labour licences, as required</i></p> <p><i>Obtaining approval of local authorities and complying with any statutory requirements prior to actual start of Work.</i></p> <p><i>Establishing water and electric network within site.</i></p> <p><i>Submitting construction programme as detailed in Sub-Clause 8.3 and its approval by the Employer's Representative."</i></p>	<p><i>line levels and its approval from the Employer's Representative.</i></p> <p><i>Tapping electric and water connections</i></p> <p><i>One cement godown and steel yard</i></p> <p><i>Obtaining insurance policies as per the Contract</i></p> <p><i>Obtaining labour licences, as required</i></p> <p><i>Obtaining approval of local authorities and complying with any statutory requirements prior to actual start of Work.</i></p> <p><i>Establishing water and electric network within site.</i></p> <p><i>Submitting construction programme as detailed in Sub-Clause 8.3 and its approval by the Employer's Representative."</i></p>
24	Section - 6 General Conditions of Contract (GCC)	10.1	<p><i>"The Contractor may apply by notice to the Employer for a Taking-Over Certificate not earlier than 14 days before the Works will, in the Contractor's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section."</i></p>	<p><i>"The Contractor may apply by notice to the Employer for a Taking-Over Certificate not earlier than 14 days before the Works will, in the Contractor's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section. If such Sections comprise of supply, installation, commissioning and testing of any Goods, such taking over by Employer can only take place, once the Contractor obtains necessary certification from the appropriate authorities (as may be necessary), as per applicable laws."</i></p>

Sl. No.	Section	Clause/ Sl. No.	Current Clause / Provision	Changed Clause / Provision
25	Section - 6 General Conditions of Contract (GCC)	14.1	<p><i>“Unless otherwise stated: (a) payment for the Works shall be made on the basis of the lump sum Contract Price; and (b) the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs.”</i></p>	<p><i>“Unless otherwise stated: (a) payment for the Works shall be made on the basis of the lump sum Contract Price; and (b) the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs.</i></p> <p><i>PROVIDED HOWEVER in the event of any imposition of any new category of taxes, duties or fees or any enhancement to the applicable taxes, duties and fees by more than 1%, after the last date of submission of bid, shall be paid by the Contractor and subsequently reimbursed by the Employer to the extent of new imposition or enhancement exceeding 1%, upon submission of original / certified true copy of receipt and other documents evidencing payment of such new or enhanced tax, duty or fee, as may be required by the Employer. Till such time, the new imposition and/or enhancement does not exceed 1%, the Employer shall not be liable to reimburse any such tax, duty or fee to the Contractor. However, any penalties on account of delay in payment in such taxes, duties or fees shall be borne by the Contractor and not be reimbursed by the Employer.</i></p> <p><i>In the event there is any reduction in any taxes, rates or fees or in the event any Project activity is being made non-taxable, appropriate deductions will be made by the Employer from the bills of Contractor.”</i></p>

Sl. No.	Section	Clause/ Sl. No.	Current Clause / Provision	Changed Clause / Provision
26	Section – 6 General Conditions of Contract (GCC)	14.3 1 st para	<i>“The Contractor shall submit a Statement in six copies to the Employer after the end of each month in respect of each site, in a form approved by the Employer, showing in detail the amounts to which the Contractor considers himself to be entitled, together with supporting documents which shall include the relevant report on progress in accordance with Sub-Clause 4.21 [Progress Reports].”</i>	<i>“The Contractor shall submit a Statement in two copies to the Employer after the end of each month in respect of each site, in a form approved by the Employer, showing in detail the amounts to which the Contractor considers himself to be entitled, together with supporting documents which shall include the relevant report on progress in accordance with Sub-Clause 4.21 [Progress Reports].”</i>
27	Section – 6 General Conditions of Contract (GCC)	14.4	<p>Schedule of Payments</p> <p><i>Schedules of Payments are specified in Section 5.8A and 5.8C – Payment Schedule of the Employer’s Requirements in which the Contract Price will be paid. Section 5.8B of the Payment Schedule provides for payments to be made for supply of items against which 60% of the corresponding milestone payment will be made. Section Such Schedule of Payments for planning, design and construction of the Works shall be subject to the condition that the Contractor shall not submit more than one Bill per month per site, provided that each such monthly bill shall relate to one or more completed activities of the Project as described in Section 5 (Employer’s Requirements).</i></p> <p><i>Provided that, upon supply and installation of the Goods comprising the Works, the right of such Goods shall vest on the Employer and the Contractor will be the custodian of all such Goods till installation, commissioning and handing over to the Employer. The Contractor shall also execute</i></p>	<p><i>“Schedule of Payments are specified in Section 5.8A and 5.8C – Payment Schedule of the Employer’s Requirements in which the Contract Price will be paid. Section 5.8B of the Payment Schedule provides for payments to be made for supply of items against which 60% of the corresponding milestone payment will be made. Section Such Schedule of Payments for planning, design and construction of the Works shall be subject to the condition that the Contractor shall not submit more than two Bills per month per site, provided that each such monthly bill shall relate to one or more completed activities of the Project as described in Section 5 (Employer’s Requirements).”</i></p>

Sl. No.	Section	Clause/ Sl. No.	Current Clause / Provision	Changed Clause / Provision
			<p><i>Indemnity Bond as provided in Form - 15 of Section - 4 (Bidding Forms) in favour of the Employer for such Goods as may be specified by the Employer, warranting the safety and security thereof and that it or its men and agents will not take any steps for removal, defacement, disfiguring or destruction of such Goods or any part thereof.</i></p>	