

HSCC (INDIA) LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
E-6(A), sector-1, NOIDA (U.P) 201301

To,
All Prospective Bidders

Date: 09.10.2023

AMENDMENT-I

Sub.: Tender for “Construction of Additional Hospital Ramps (Two nos) at AIIMS Mangalagiri, Guntur (A.P.) and their maintenance during defect liability period”.

Ref.: Tender No: HSCC/AIIMS/GUNTUR/CIVIL/2023/09, Dated 26.09.2023

1. The bidders may note the following amendments in the Tender Documents issued:

Volume / Clause no. Ref.	Existing Provision	As per Amendment
Clause No. 25 of Vol.- II (General Conditions of Contract)	CLAUSE 25 SETTLEMENT OF DISPUTES & ARBITRATION Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter: (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-	CLAUSE 25 SETTLEMENT / ADJUDICATION OF DISPUTES Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

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	<p>in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the authority indicating in schedule 'F' (Reviewing Authority) in writing for written instruction or decision. Thereupon, the Reviewing Authority shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.</p> <p>If the Reviewing Authority fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Reviewing Authority, the contractor may, within 15 days of the receipt of the Reviewing Authority's decision, appeal to the authority as indicated in schedule 'F' (Appealing Authority) who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Appealing Authority shall give his decision within 30 days of receipt of contractor's appeal.</p> <p>If the contractor is dissatisfied with the decision of the Appealing Authority, the contractor may within 30 days from the receipt of the Appealing Authority's decision, appeal before the Dispute Redressal Committee (DRC) along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Appealing Authority. The Dispute Redressal Committee (DRC) shall give his decision within a period of 90 days from the receipt of Contractor's appeal. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'.</p> <p>If the Dispute Redressal Committee (DRC) fails to give his decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC), then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Client for appointment of arbitrator on prescribed proforma as per Appendix XV, failing which, the said decision shall be final</p>	<p>25.1 Conciliation: If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawing, record or decision given in writing by the Engineer-in-Charge; or if the Engineer-in-Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work to be unacceptable and disputed; such party may promptly refer such disputes and amount claimed for each dispute to the Conciliator (Chief General Manager at the Headquarter concerned with the work) under intimation to the other party. The Conciliator may then request each party to submit to him a brief written statement describing the disputes and the points at issue. Each party shall send a copy of such statement to the other party. At any stage of the conciliation proceedings, the Conciliator may request a party to submit to him such additional information as he deems appropriate. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, he may re-formulate the terms of a possible settlement in the light of such observations. If the parties reach agreement on a settlement of the disputes, they may draw up and sign a written settlement agreement on non-judicial stamp paper as per Stamp Act. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party.</p>

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	<p>binding and conclusive and not referable to adjudication by the arbitrator.</p> <p>(ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the <i>Designated Authority of the Executing Agency</i>, If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.</p> <p>It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Appealing Authority of the appeal.</p> <p>It is also a term of this contract that no person, other than a person appointed by (<i>Designated Authority of the Executing Agency</i>), as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.</p> <p>It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the <i>Executing Agency</i> shall be discharged and released of all liabilities under the contract in respect of these claims.</p> <p>The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) / The Jammu and Kashmir Arbitration and Conciliation Act, 1997 (35 of 1997) (as the case may be) or any statutory</p>	<p>No party shall be represented before the said Conciliator by an advocate or legal counsel. The conciliation proceedings shall be completed within 45 days from the receipt of reference. This time may be enlarged by 15 days by the Conciliator. The conciliation proceedings shall be deemed to have been terminated at the end of 60 days from the receipt of reference.</p> <p>25.2 If the aforesaid conciliation proceedings fail or the Conciliator fails to give proposal for settlement within the aforesaid period, either party may approach the Court of Competent Civil Jurisdiction at Delhi for adjudication of the disputes.</p> <p>25.3 It is also a term of this agreement that for disputes for the payment of money, Contractor shall not claim pre-reference, pendenlite and future interest.</p> <p>25.4 During the settlement/Adjudication of disputes the contractor shall not stop the work & shall continue to work in terms of the contract.</p>

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	<p>modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.</p> <p>It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award.</p> <p>It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.</p> <p>It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.</p>					
Schedule – ‘F’, Section - 7 (Performa of Schedules) of Vol.- II (General Conditions of Contract)	Clause 25	Reviewing Authority	DGM (Projects)/ZIC, HSCC (India) Limited	Clause 25	Conciliator	Chief General Manager at the Headquarter concerned with the work
		Appealing Authority	Officer nominated by HSCC (India) Limited			
		Constitution of Dispute Redressal Committee	1. Representative of MoHFW, New Delhi (Chairman) 2. Officer nominated by HSCC (India) Limited (Member)			

Volume / Clause no. Ref.	Existing Provision		As per Amendment		
		3. Officer nominated by HSCC (India) Limited (Member)			
Clause No. 29 of Vol.- II (General Conditions of Contract)	<p>CLAUSE 29</p> <p>WITHHOLDING AND LIEN IN RESPECT OF SUM DUE FROM CONTRACTOR</p> <p>(i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer- in-Charge or the Government shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the Government or any contracting person through the Engineer- in-Charge pending finalization of adjudication of any such claim.</p> <p>It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Government will be kept withheld or retained as such by the Engineer-in-Charge or Government till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for</p>		<p>CLAUSE 29</p> <p>WITHHOLDING AND LIEN IN RESPECT OF SUM DUE FROM CONTRACTOR</p> <p>(i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer- in-Charge or the Government shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the Government or any contracting person through the Engineer- in-Charge pending finalization of adjudication of any such claim.</p> <p>It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or</p>		

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	<p>interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.</p>	<p>Government will be kept withheld or retained as such by the Engineer-in-Charge or Government till the claim arising out of or under the contract is determined by the competent court and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.</p>
<p>Clause No. 36 of Vol.- III (Specific Conditions of Contract)</p>	<p>36.0 Arbitration</p> <p>The venue/ seat of Arbitration shall be at Delhi.</p> <p>During the arbitration the contractor shall not stop the work & shall continue to work in terms of the contract.</p> <p>The entire works will be liable to be inspected by Chief Technical Examiner i.e. CTE /CVC and ISO auditors. The Contractor will provide all necessary help required for in this connection. The Contractor will have to comply with the procedures/observations/ suggestions of the CTE/ISO in respect of quality, specifications, and workmanship in his scope of work, if any. No extra payment will be made on this account. However, any recovery arising out of the CTE's observation will be borne by the Contractor.</p>	<p>36.0 The entire works will be liable to be inspected by Chief Technical Examiner i.e. CTE /CVC and ISO auditors. The Contractor will provide all necessary help required for in this connection. The Contractor will have to comply with the procedures/observations/ suggestions of the CTE/ISO in respect of quality, specifications, and workmanship in his scope of work, if any. No extra payment will be made on this account. However, any recovery arising out of the CTE's observation will be borne by the Contractor.</p>

Volume / Clause no. Ref.	Existing Provision	As per Amendment
Clause No. 2 of Vol.- III (Specific Conditions of Contract)	<p>2. Languages, Law & Jurisdiction</p> <p>The ruling language in which the Contract and related aspects shall be drawn up shall be English only. The contract its meaning and interpretation & relationship between the parties shall be governed by Laws of India and as applicable to site of work. Notwithstanding any other Court/ Courts having jurisdiction to decided the question(s) forming the subject matter of the reference, if the same had been the subject matter of a suit any and all actions and proceeding arising out of or in relation to the Contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil Jurisdiction at Delhi and only the said Court(s) shall have jurisdiction of entertain and try any such action(s) and / or proceeding(s) to the exclusion of all other Courts.</p>	<p>2. Languages, Law & Jurisdiction</p> <p>The ruling language in which the Contract and related aspects shall be drawn up shall be English only. The contract its meaning and interpretation & relationship between the parties shall be governed by Laws of India and as applicable to site of work. Notwithstanding any other Court/ Courts having jurisdiction to decide the question(s) forming the subject matter of the reference, if the same had been the subject matter of a suit any and all actions and proceeding arising out of or in relation to the Contract shall lie only in the Court of Competent Civil Jurisdiction at Delhi and only the said Court(s) shall have jurisdiction of entertain and try any such action(s) and / or proceeding(s) to the exclusion of all other Courts.</p>

2. Appendix XV - (Notice for Appointment of Arbitrator) of Section -7, Vol.-II (General Conditions of Contract) - the said format Stands Deleted.

This amendment shall form integral part of tender document and should be submitted duly signed & stamped along with the tender/bid.

All other terms & conditions remain unchanged.

Prospective bidders are advised to regularly scan through HSCC e-tender portal <https://hsc.enivida.com> & HSCC website <http://www.hsccltd.co.in> as corrigendum/amendments etc., if any, will be notified on this portal only and not be published.

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DGM (Projects)
HSCC (India) Ltd.