

Corrigendum No. 02

Subject: Supply, Installation, Testing and Commissioning of Four nos. of 20 KVA DG sets at Govt. G B Pant Hospital and Govt. L D Hospital, Srinagar.

References: 1. This office e NIT No : MHCHD/ TS/2015-16/ 11 /e-tendering dated:02/05/2015.

In view of representation from an intending bidder regarding incorporation of makes in the list of approved makes of DG Sets, the following changes are made in the appropriate clauses of the annexures A & C:

01. In the Annexure C Technical Specifications kindly read the **LIST of Approved Makes** as:

Diesel Engine	Makes tested	Kirloskar (KEC)/ Cummins	(Make to be quoted by the bidder)
	Makes not tested	Eicher	
Alternator	Makes tested	Kirloskar (KEC)/ Stamford	(Make to be quoted by the bidder)

Note: The same changes hold where ever applicable. In case of availability of different models of same capacity the successful bidder shall supply the DG set of higher version/ efficiency.

At Sl. No 01 under heading **Design criteria** for ENGINE kindly read:

Cooling: Water or Air

02. In the Annexure A General terms and Conditions kindly read the following changes in the respective clauses:

32. WARRANTY:

32.1 For a period of twelve (12) calendar months for the makes tested by the department and twenty four(24) months for the makes not tested by the department commencing from the date on which the equipment is duly tested/commissioned on full load, is taken over (called the "WARRANTY PERIOD") **the contractor shall remain liable to replace/rectify** any defect that may develop in plant of his own manufacture or those of his Sub-Contractors and/or any as may be covered under the Contractor's scope of supply and erection in terms of the contract, under the conditions provided for by the contract, and arising from faulty design, materials or workmanship, unsound or imperfect work by the contractor, **forthwith without any notice, free of cost.** However, such defective parts as are not repairable at site and are not essential in the meantime to the operation of the plant, shall be promptly returned to the contractor's works who shall replace the same within reasonable period as decided by the department or, otherwise, the department may arrange the same at the expense of the contractor.

- 32.2** If it becomes necessary for the contractor to replace or renew any defective part of the equipment, as aforesaid, under that clause, the provisions of the first paragraph of this clause shall apply to the parts of the plant/work so replaced or renewed or rectified.
- 32.3** The repair to the damaged equipment and/or the defective works shall be done by the contractor within a reasonable time, to be decided mutually. If any defects be not remedied within a reasonable time, the Department may proceed to do the work at the contractor's risk and expense, but without prejudice to other rights which the Department may have against the contractor in respect of such defects.
- 32.4** At the end of warranty period, the contractor's liability shall cease. However, Department shall be entitled to the benefit of any guarantee given to the contractor by the original supplier or manufacturer beyond warranty period.

34. PERFORMANCE GUARANTEE

For makes tested by the Department

Immediately after successful testing/commissioning of the equipment on full load, and taking over of the same by the Department, the contractor shall furnish an irrevocable Bank Guarantee (as Performance Guarantee), from a Nationalized/ scheduled Bank having a Branch in Srinagar, for an amount equivalent to the 10% of the Contract Value valid for one year i.e. "WARRANTY PERIOD" of 12 Calendar months from the date of successful testing/commissioning of the equipment and handing over of the equipment to the Department, by way of guarantee towards satisfactory performance of the works executed over the warranty period. The Bank Guarantee shall be pledged to Executive Engineer, MHCHD, Srinagar.

In the event of the Firm failing to furnish the Performance Guarantee, 10% of the value of the Contract shall be retained by the Department as "Performance Guarantee", which shall be released after warranty period is over.

On the expiry of Warranty Period as per the Warranty Clause, the performance Guarantee (Bank Guarantee or 10% Balance Payment) shall be released to the Contractor, without any interest, on presentation of an absolute "No Demand Certificate" from the Consignee Engineer, provided always that the Department shall be entitled to set-off, deduct, or adjust any claim against the contractor from the moneys deposited with or becoming payable by the Department or the Contractor.

For makes not tested by the Department

Immediately after successful testing/commissioning of the equipment on full load, and taking over of the same by the Department, the contractor shall furnish two irrevocable Bank Guarantees (as Performance Guarantee) from a Nationalized/ scheduled Bank having a Branch in Srinagar. The first bank guarantee shall be for an amount equal to 15% of the contract value and valid for first consecutive year and the second one shall be for an amount equal to 10% of the contract value valid for second consecutive year from the date of successful testing/commissioning of the equipment and handing over of the equipment to the Department, by way of guarantee towards satisfactory performance of the works executed over the warranty period. The Bank Guarantees shall be pledged to Executive Engineer, MHCHD, Srinagar.

In the event of the Firm failing to furnish the Performance Guarantee, 25% of the value of the Contract shall be retained by the Department as "Performance Guarantee", which shall be released after warranty period is over.

On the expiry of Warranty Period as per the Warranty Clause, the performance Guarantee shall be released to the Contractor, without any interest, on presentation of an absolute "No Demand Certificate" from the Consignee Engineer, provided always that the Department shall be entitled to set-off, deduct, or adjust any claim against the contractor from the moneys deposited with or becoming payable by the Department or the Contractor.

43. TERMS OF PAYMENT:

For makes tested by the Department

All payments to the contractor for fulfilling the contract will be made as per the unit rates of Price Schedule (BOQ). All payments will be made in Indian Currency and will be subject to deduction of Income tax, and J&K Service Tax at source, on the rates as are in vogue at the time of release of payment.

1. **60%** of the contract value against supply/ delivery of the equipment, on pro-rata basis, subject to furnishing of the requisite Inspection and Test certificates, as per agreement, for the respective equipment.
2. **20%** of the contract value on successful installation and testing of the equipment at respective sites.
3. **10%** of the contract value on successful commissioning on full load of the equipment at respective sites and handing over the same to the department.

4. Balance **10%** of the contract value shall be released after satisfactory performance of the DG sets for the Defect Liability period of One (01) year as per the Performance guarantee clause no:33. Earnest money deposit shall be released after a period of one year from the date of commissioning of the dg sets.

For makes not tested by the Department

All payments to the contractor for fulfilling the contract will be made as per the unit rates of Price Schedule (BOQ). All payments will be made in Indian Currency and will be subject to deduction of Income tax, and J&K Service Tax at source, on the rates as are in vogue at the time of release of payment.

1. **75%** of the Contract value against supply, Installation, Testing and Commissioning of the equipment, subject to furnishing of the requisite Inspection , Test certificates ,testing on full load certificate at site and Commissioning certificate of the DG Set as per agreement.
2. Balance **25%** of the Contract Value shall be released after satisfactory performance of the Works executed for the Defect Liability period of Two (02) years as per the Performance guarantee clause no:34. The earnest money deposit shall be released after a period of one year from the date of successful commissioning of the equipment. The changes shall be read elsewhere as applicable. All the other Terms and conditions and Technical specifications of the NIT shall **remain the same**.

Sd.
Executive Engineer,
MH&CHD, Srinagar

No.: MHCHD/ TS/ 969-72

Dated: 23-05-2015

Copy to the: -

1. **Chief Engineer**, Mechanical Engineering Department, Kashmir for information.
2. **Superintending Engineer**, Mechanical Circle, MED Srinagar for information.
3. **Deputy Director** Information Deptt, Srinagar with five (05) spare copies of the GIST for publishing the same in Two (02) leading National English dailies, two leading local English dailies & One (01) Jammu based leading English dailies for wide publicity of NIT before its due date.
4. **AEE MH&CH SD 2nd**, Srinagar for information