

All Bidders

Amendment-I

Subject:- PACKAGE-1 : Construction of Hospital Buildings including PHE, Electrical, HVAC, Fire fighting & Other Internal & External Services in (LGBRIMH),Tezpur,Assam.

Dear Sir,

This has reference to the pre bid meeting held on 03.05.2012 at 15:00 hrs for the subject work at HSCC corporate office, Noida,

The following AMMENDMENT-I/CLARIFICATION-I may be noted, which shall be treated as a part of the contract to be submitted duly signed & stamp along with tender/contract **to be submitted duly signed & stamp along with tender envelope no. - 2**

SL.No	Pre bid Queries	Clarification
1.	The Employer / Consultant reserve the right to Split the works into different package if required. Amend the scope and value of any contract -----pre qualified applicants who meet the requirements of the contract as amended. If the work is split into different packages/scope is amended, how bidder will justify his quoted price.	Not agreed, As per tender conditions only
2.	Whenever in any head if the same items are appearing and contractor has quoted different rates, contractor shall be paid the lowest quoted rate for such items .Rate of the similar item may vary as per the site condition i.e. location, quantum accessibility etc. Bidders work out their rates considering all above specifics. It is not justified to pay the lowest rate quoted for the similar item. Please clarify	Not agreed, As per tender conditions only
3.	All duties, taxes including works contract tax, VAT, Labour Cess tax, Service tax if any and other levies payable-----Please confirm whether any tax exemption is applicable to this contract and also please confirm whether the rates to be quoted	As per tender conditions only

	<p>inclusive of all taxes .In any case of any change of taxes/Introduction of new taxes due to statutory change in legislation after submission of the tender may please be reimbursed to be contractor. Also please confirm whether Service Tax is to be included in the Tender.</p>	
4.	<p>Bid Security : The Bid Security shall be in the form of a Demand Draft/Pay Order /Bank gurrantee in favour of the Employer (i.e Director, LGBRIMH, Post Box No.15,Tezpur,Assam-784001 represented by Consultant HSCC (I) Ltd. Payable at Tezpur,Assam from any Nationalised Bank valid for 180 Days from the date of submission. Validity of EMD: As per the Para-3 SCC-Pg-84.This guarantee shall continue to be in full force and effect for a period of 90 days from the data of submission of Bid. These Two Clauses are contradictory. Please furnish the validity from date of submission.</p>	<p>The Bid Security shall be in favour of HSCC (I) Ltd, Noida/Delhi</p>
5.	<p>Bidders has to provide RTGS Bank details for the return of Bid Security in case of unsuccessful bidders. We understand that BG of unsuccessful bidders will be returned after expiration of BG or finalization of the contract whichever is earlier. How BG will be returned through RTGS.</p>	<p>Bid Security in the form of BG will be returned through post/by hand on written request. DD's shall returned through RTGS.</p>
6.	<p>Payment upon each of the Engineer's certificates shall be made-----within 30 Days after such certificate However,75% of the estimated amount as determined by the Engineer of the payment due against the monthly running bill shall be paid within 10 working days-----.We request to release 75% of the Interim RA Bills amount within 7 days of submission of the bill. Final Bill amount may be paid within 3 months time from date of submission after completion of the work.</p>	<p>Not agreed, As per tender conditions only</p>
7.	<p>Payment of Retention Money : Upon the issue of the taking over certificate with respect to the whole of the work,3% of the Contract price in the form of the Bank Guarantee deposited by the Contractor ,shall be released .the balance 2% of the</p>	<p>Not agreed, As per tender conditions only</p>

	contract price deducted un the cash from the running bills-----upon the expiration of the Defects Liability Period. We request to release cash retention also after completion of the work along with BG submitted against retention since the Performance guarantee 5% of the contract price shall be held up to the end of Defects Liability period.	
8.	The Contractor shall at all time during the continuance of the contract Comply fully with all existing Acts,-----Act 1970 and equal remuneration Act 1976,Factories Act, ESI Act, While this is a Hospital Project , kindly clarify these acts are applicable or not.	As per tender conditions only applicable.
9.	Variation in Price: This is a fixed price contract and Escalation shall not be payable. Since the completion of the project is more than 18 months in this case we request you to consider variation in price and pay Escalation.	Escalation is payable for steel & cement (details enclosed at Annexure-I)
10.	A. Site Development –e) For diversion of the under ground services proper arrangement to be made by the contractor with the approval of Engineer. We request you to kindly pay separate for diversion of under ground services work. please provide us the detail of drawing. B. Statutory Requirements : Contractor is responsible for obtaining approval from local electrical Inspector & water & Sewer line connection-----We understand that obtaining approval from different authorities is employer’s responsibility. However we will give our extend support to the employer in the regard.	Not agreed, As per tender conditions only
11.	Water & Power-Contractor shall make his own arrangements -----We request to kindly permit to dig Borewell at site fir requisite construction / drinking water.We also request ti issue bore log details to find the requirement of bore depth to fulfil the requirement.	Not agreed, As per tender conditions only
12.	Site Office- It is very difficult to construct 90 Sqm site office within 30 Days of issue of letter of award. Please consider 90 Days.	Not agreed, As per tender conditions only
13.	“AS MADE” Drawings – The Contractor	Not agreed, As per tender conditions only

	shall supply two complete sets of “As Executed “Drawings on polyester terecing film 75 micron thick	
14.	Request for interest free mobilization advance against bank guarantee a7 machinery advance after arrival of machinery at site @ 10% of contract value to be provided.	Not agreed, As per tender conditions only
15.	Liquidated Damages may please be reduced from 10% to 5% of the contract price.	Not agreed, As per tender conditions only
16.	If the work is delayed due to reason attribute to the client how much stay compensation shall be paid per month to cover the overhead of the contractor.	Extension of time for such reason will be considered on receipt of case submitted by contractors.
17.	Land for the contractor site office/laboratory/store/cement store & batching plant shall be provided at free off cost.	Land for the contractor site office/Laboratory/store/cement store & batching plant shall be provided free of cost.
18.	Weather service tax is applicable in this work if yes how much service tax shall be deducted from running bill of the contractor.	Not agreed, As per tender conditions only
19	As per Clause 52.4 of GCC it is estimated that the day work if carried shall be paid as per minimum wages applicable in Delhi. It should be minimum wages as applicable in Tezpur / Guwahati.	Minimum wages of Tezpur shall be applicable in place of Delhi.
20.	We note that in “Minimum Criteria for Pre-Qualification ”,the similar work is defined as “Completion of a project comprising Construction of RCC framed structure (G+4 Building) including Civil, Electrical ,HAVC, Plumbing, Internal and External Services, Lifts, DG sets, Fire Fighting etc 24 Months.	Not agreed, As per tender conditions only
21.	We request to provide Water & Power free of cost at site.	Not agreed, As per tender conditions only
22	Non-Tendered / extra items:-We request that rates shall be approved as L+M+20% (Overheads + Profit) + applicable taxes.	Not agreed, As per tender conditions only
23.	Location of proposed buildings to be specified & to be shown before tendering.	Please visit the site and acquaint with the location from Project Engineer, LGBRIMH.
24.	Approvals / Permissions – We request that approvals / permissions shall be of client scope.	As per tender conditions only
25.	We request for escalation to be considered as completion period is 24 months.Also provide the Basic rate for	Not agreed, As per tender conditions only

	Cement & Steel.	
26.	We request to provided area for labour camp by the client free of cost.	Not agreed, As per tender conditions only
27.	Drawings – kindly provide drawings in Autocad Format.	Not agreed, As per tender conditions only, Only hard copy of drawings will be provided.
28.	Kindly provide the soil report for Earthwork.	Not agreed, As per tender conditions only
29.	According to the clause 3.2 (f) Similar work means completion of a project comprising Construction of RCC framed structure (G+4 Building) including Civil, Electrical, HVAC, Plumbing, internal and external services, Lift DG set , fire fighting etc in 24 (twenty four) months time.... If a bidder has completed G+20 in 42 (forty two) months i.e G+2 in two years, shall it be considered for qualification	No change, as per tender conditions only

30. Steel grade shall be FE 500 in place of FE 415

31. Milestone for each building completing the projects in 24 months is enclosed to be followed during currency of contract/tender.

Other all terms & conditions of tender shall remain unchanged.

Thanking you,

Yours faithfully,

(R.S.Raina)
General Manager (PG-I)

ANNEXURE-I

Variation in Price:

Payment due to variation in prices of Materials (Steel & Cement) after receipt of Tender

If after submission of the tender, the price of material specified in schedule F (mentioned below) increases/decreases beyond the prices prevailing at the time of last stipulated date for receipt of tenders (including extensions if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such variations shall be effected for stipulated period of contract including the justified extended period.

However for work done/during the justified period extended as above, it will be limited to indices prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less.

The increase/decrease in prices shall be determined by the All India Wholesale Price indices for Materials as published by Economic Advisor to Government of India, Ministry of Commerce and industry and base price as per scheduled F (Mentioned below)

The amount of the contract shall accordingly be varied for cement/or steel reinforcement bars and will be worked out as per the formula given below:-

Adjustment for component of individual material:

$$V = P \times Q \times \frac{CI - C_{lo}}{C_{lo}}$$

Where,

V = Variation in Material (cement and /or steel) cost i.e. increase or decrease in the amount in rupees to be paid or recovered

P = Base Price of material cost as per scheduled F (Mentioned Below).

Q = Quantity of material used in the works since previous bill.

C_{lo}= All India whole sale price index for the material as published by the Economy advisor to Government of India, ministry of Industry and commerce as valid on the stipulated date of receipt of tenders including extension if any.

CI= All India wholesale price Index for Material for period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and commerce.

(In respect of the justified period extended), the index prevailing at the time of stipulated date of completion or the prevailing index of the project under consideration, whichever is less shall be considered.

Schedule F

Base prices to be considered for escalation & recoveries

Sl. No	Material	Star Price (Rate in Figures and Words)
1	For Cement	<i>as valid at the time of last stipulated date of receipt of tender and shall be intimated accordingly</i>
2(a)	For Reinforcement Steel TMT bars 8 and 10 mm FE 500	<i>as valid at the time of last stipulated date of receipt of tender and shall be intimated accordingly</i>
2(b)	For Reinforcement Steel TMT bars 12 mm and above FE 500	<i>as valid at the time of last stipulated date of receipt of tender and shall be intimated accordingly</i>

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MILESTONES to be achieved during execution of the subject works after commencement:

Sl no.	Activities	Milestones to be achieved (in Months)	Cumulative completion time period (in Months)
1.	Foundation upto Plinth level	04	04
2.	Ground floor Slab	02	06
3.	First Floor Slab	02	08
4.	Second Floor Slab	02	10
5	Third Floor Slab	02	12
6	Fourth Floor Slab	02	14
7	Terrace Floor Slab	02	16
8	Brick work & Plaster complete in all respect (it's a parallel activity)	06	19
9	Finishing complete including PHE, fire fighting ,electrical & HVAC works etc in all respect (it's a parallel activity)	08	23
10	Handing over	01	24

A compensation @ Rs. 50,000/-per day shall be withheld on account of delay towards achieving the milestones as mentioned above and the same shall be adjusted against Liquidated damages, if any as per tender/contract provisions.