

**HSCC (INDIA) LIMITED**  
(A Subsidiary of NBCC (India) Limited)  
(A GOVERNMENT OF INDIA ENTERPRISE)

**Dated: 03.11.2022**

**AMENDMENT No.- I**

**Project Name:** Tender for “Construction of Critical Care Block (CCB) at Regional Institute of Medical Sciences (RIMS), Imphal (Manipur) and their maintenance during defect liability period”.

**Tender No.** Tender No. HSCC/CCB-RIMS/IMPHAL/2022 dated 12.10.2022

This has reference to subject work, the following Amendment may be noted, which shall be treated as a part of the contract to be uploaded along with tender/ bid:

(1) Reply to Pre Bid Queries raised by bidders, pre -bid meeting held on 20.10.2022 at HSCC, Head Office, Noida

Sl. No.	Cl.No. / Item No. / Tender ref.	Bidder Queries/ Request	HSCC Reply / Amendment
1.	Additional Specific conditions of contract and specifications, Clause no 3.0,3.1 & 3.2, Page no 53	The stated clause does not clarify that, whether design and drawings shall in contractor scope or not. We understand that client will supply all the detailed GFC drawings for execution. Please Confirm.	Tender Condition shall prevail.
2.	SPECIFIC CONDITIONS OF CONTRACT (SCC), Clause no 4 - “Scope of Contract” para no (ii), page no SCC P-5	1. This stated clause with reference to clause stated above in Sl. No-1. There is discrepancy in scope of work regarding drawings. Please clarify the actual scope of work in regards of design and drawings. 2. We understand that design shall not be in contractor scope and all structural GFC drawings shall be provided by client already vetted. Because If design is not in contractor scope than it is not feasible or practical to do so. So, We request you to modify the clause as: “Architecture drawings shall be provided by consultant to the contractor. The Contractor will prepare, shop	Tender Condition shall prevail.

Sl. No.	Cl.No. / Item No. / Tender ref.	Bidder Queries/ Request	HSCC Reply / Amendment				
		drawings based on the drawings given by client/ consultant for all services eg. Electrical, Plumbing, Fire fighting, fire detection, HVAC & Plant layout etc.”					
3.	SPECIFIC CONDITIONS OF CONTRACT (SCC), Clause no 4 – “Scope of Contract” para no (iii) f & (iv) Approvals required , page no SCC P-6	<ol style="list-style-type: none"> <li>1. With reference to clause no (iii)f &amp; (iv)- Please clarify that whether contractor have to borne statutory payment for obtaining for NOC’s from statutory/local/governmental agencies and Occupancy certificate or Statutory payment on this account will be reimbursed by the client at actual.</li> <li>2. Clause no (iv) – We understand, that all statutory approvals required pre-construction including Construction Permit and Tree cutting permission has been obtained. If no, please specify the contractor scope in detail if any.</li> <li>3. Please provide the status of approvals.</li> </ol>	Tender Condition shall prevail.				
4.	SECTION 7, PROFORMA OF SCHEDULES, SCHEDULE ‘F’, Clause 10CA	The structural steel work has huge quantum of work approx. 900 MT, more than 10% of tender value. In view of that You are requested to include the structural steel in this clause please or applicable the clause 10CC.	<p>Clause 10 CA of Vol – II (GCC) has been amended and attached at <b>Annexure - A</b></p> <table border="1" data-bbox="1449 821 2123 973"> <tr> <td data-bbox="1449 821 1749 973">Schedule F of Vol.-II (GCC) - <b>Clause 10 CA</b></td> <td data-bbox="1749 821 2123 973"><b>Applicable</b></td> </tr> <tr> <td data-bbox="1449 901 1749 973">Material covered under this clause</td> <td data-bbox="1749 901 2123 973">Cement, Reinforcement steel &amp; Structural Steel</td> </tr> </table> <p>Base price as published by DG,CPWD , New Delhi of all the materials covered under Clause 10CA as applicable on the last date of submission of bid.</p> <p>* includes cement component used in RMC brought at site from outside approved RMC plants, if any.</p> <p>Base price and its corresponding period of all the materials covered under clause 10CA is to be mentioned at the time of approval of NIT. In case of recall of tenders, the base price may be modified by adopting latest base price and its corresponding period.</p>	Schedule F of Vol.-II (GCC) - <b>Clause 10 CA</b>	<b>Applicable</b>	Material covered under this clause	Cement, Reinforcement steel & Structural Steel
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			Clause 10 CC	Tender Condition shall prevail.
5.	SECTION 7, PROFORMA OF SCHEDULES, SCHEDULE 'F', Clause 10CC	The existing clause of 10CA does not compensate the escalation value due to minor quantum of steel and cement. You are requested to applicable the clause 10CC.	Clause 10 CA – Ref reply of Sl. No. 4 above Clause 10 CC - Tender Condition shall prevail.	
6.	Special Condition of Contract, Clause no (p) Miscellaneous: - of 40. Miscellaneous, page no SCC-P40	There is very minor quantum of RCC work in this project of approx. 5080 cum. It shall not be economically feasible to setup the batching plant at site for such minor quantity. Which shall increase the tender cost unnecessarily. Thus, You are requested to allow to bring the concrete from RMC plant or from already set up automatic computerized batching plant of contractor at near by location.	Tender Condition shall prevail.	
7.	GCC, Clause No 5.1, Page no 12 of 118	We request you to amend the stated clause as: "c) For works costing more than Rs.20 crore, project management shall be done using any project management software e.g. MS Project/Primavera, etc."	Tender Condition shall prevail.	
8.	GCC, Clause No 7, para 2, Page no 18 of 118	We request to amend the clause as: "In case of delay in payment of intermediate bills after <u>25 days</u> of submission of bill by the contractor provided the bill submitted by the contractor found to be in order, a simple interest @ 4% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis."	Tender Condition shall prevail.	
9.	GCC, Clause no 9, "PAYMENT OF FINAL BILL", Page no 20 of 118	This is very long period for doing the payment for Final Bill. We request you to reduce the period of payment and amend the clause as under: "(iii) If the Tendered value of work exceeds Rs. 2.5 Crore: <u>2 Months.</u> "	Tender Condition shall prevail.	

Sl. No.	Cl.No. / Item No. / Tender ref.	Bidder Queries/ Request	HSCC Reply / Amendment
10.	ITB, Clause no 33[C], Page no 30	We request you to provide Mobilization Advance interest free.	Tender Condition shall prevail.
11	General	We request you to provide the soil investigation report.	Refer NIT/PQ (Vol.-I) Clause No 1.17, which is self-Explanatory,
12	VOLUME-V BOQ	Please provide BOQ in excel format.	BOQ already uploaded in PDF Format
13	VOLUME-VI Tender Drawing	Please provide drawing in AutoCAD format.	Drawing already uploaded in PDF Format
14	General	We understand, that the land for Site office, Batching Plant, Yard, Crusher Plant, Pre-cast Yard etc shall be provided within the site premises by HSCC without any charges.	Space for other construction activity infrastructure like Batching Plant, Steel Yard, Store, Pre-cast Yard etc. will be provided at site as per availability of space. However, contractor have no claim in case of non-availability of the space.
15	NOTICE INVITING e-TENDER - (Detailed), page no 2	As it is well known fact that the maximum period of a year is remain raining in the area where project is located. So it is unlikely to complete the project within given time frame. Thus, we request you to extend the completion period as: "Completion period of works - 24 months.	Completion period of work now hereby amended & shall be read " <b>15 (Fifteen) calendar months</b> " in place of 13 (Thirteen) calendar Months in tender documents.
16	Vol. -I (NIT/PQ & ITB)	Due to ongoing festive season of Diwali, we are being unable to get quotations from market and vendors due to mostly staff being on leave in all departments. So it is not feasible evaluate the bid to accuracy and submit the bid within the given deadline. Thus, we humbly request you to extend the Bid submission date by <b>3 weeks</b> from the current last date of submission.	The Last date of submission & opening of bids has been extended as follows: Last date to fill/upload the tender through e-Tendering <b>upto 15:00 hrs. on 18.11.2022</b> & date of Opening of bids on <b>18.11.2022 at 15:30 hrs.</b>
17	General	We understand, that the land for Labor Camp shall be provided by HSCC without any charges.	Local bodies /RIMS authorities rules & condition
18	Vol. -I (NIT/PQ & ITB)	The Last date of submission of bid as per the NIT is 04-11-2022 As earlier requested by us in the conference and due to the tedious geographical location of this project we request you to extend this deadline by at least 20 days hence allowing us to thoroughly analysis the site better and fill up the required tender bidding documents	Ref reply of Sl. No. 16 above
19	Vol. - II (GCC)	As per the tender documents, there is no escalation clause for labour in your tender. The difficult location of this project and the current COVID scenario is causing sudden spontaneous	Ref reply of Sl. No. 5 above

Sl. No.	Cl.No. / Item No. / Tender ref.	Bidder Queries/ Request	HSCC Reply / Amendment
		changes in the rates manpower in up wants of 50-60% Hence, keeping in mind the volatile market conditions, we request you to include the Escalation clause for labour in this project.	
20	Vol. -I (NIT/PQ & ITB)	The tender completion period for the project is set as 13 months. However, the tedious geographical location of this project often causes scarcity of materials as everything has to be brought from neighbouring states. In addition to these extra unnatural rainfalls cause material delays and hindrances in execution of work, where the contractor can effectively work only for month. Hence, we request you to consider these site issues and extend the completion period of this project to at least 18 months.	Ref reply of Sl. No. 15 above
21	Vol. -I (NIT/PQ & ITB)	The Tender completion period as mentioned in NIT is 13 Months. We would request to extend the construction period to 18 months instead of 13.	Ref reply of Sl. No. 15 above
22	Vol. – II (GCC)	We request you to kindly consider and include a clause for escalation in the project for labour. The topographical location of Manipur from the rest of India causes sudden increase in the labour costs in short durations of time. Therefore. we request you to consider the escalation clause in labour as well.	Ref reply of Sl. No. 5 above
23	Vol. -I (NIT/PQ & ITB)	The submission date of all required document as per NIT is 04.11.2022. Here, we request you to increase this deadline by at least 18 days considering the location of the project as well as the festive season holidays round the corner, we required more time to conduct a market survey and put up our documents effectively.	Ref reply of Sl. No. 16 above
24	Vol. -I (NIT/PQ & ITB) EMD / Bid Security Bank Guarantee :	Pls. provide IFSC Code and Bank Details for preparation of BG against EMD.	1. Name of the bank : Punjab National Bank. 2. Address : Sector-27, Noida 3. Beneficiary Name : HSCC (India) Ltd. 4. Beneficiary A/c No. : 2726001800000011 5. Branch Code : 2726 6. Bank IFSC : PUNB0272600

25. Clause Reference: Schedule F (Milestone) of Vol.-II (GCC): Following amendment may also be noted:

Mile Stone No.	Description of Milestone (Physical)	Time allowed in days (from date of start)	Amount to be with- held in case of non - achievement of milestone.
(i).	Completion of RCC work upto Plinth Level	06 Months	0.5% of Tendered Value
(ii).	Substantially Completion of RCC Works upto Floor Level 4.	09 Months	0.5% of Tendered Value
(iii).	Preparation of sample toilet	10 Months	1.0% of Tendered Value
(iv).	Completion of RCC works upto Terrace and Brickwork upto Floor Level 4.	12 Months	1.0% of Tendered Value
(v).	Completion of work in all respects including internal/external including all civil, electrical, PHE, Firefighting HVAC, IT, OT and MGPS works, development works etc.	15 Months	2.0% of Tendered Value

26. The validity of Bid Security/ Earnest Money Deposit (EMD) to be submitted by the bidders with their bid in the form of Bank Guarantee (BG) shall be considered from the original due date of bid submission i.e., from 04.11.2022.

All other terms & Conditions of the Tender shall remain unchanged.

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

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CGM (Projects),  
HSCC (India) Ltd.

## Annexure-A

### **Clause 10 CA**

If after submission of the tender, the price of materials specified in Schedule F increases/decreases beyond the base price(s) as indicated in Schedule F 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 period extended under the provisions of Clause 5 of the Contract without any action under Clause 2.

However for work done/during the justified period extended as above, it will be limited to indices prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/tendered cost). If updated stipulated date of completion as calculated on pro-rata basis does not cover full calendar month then indices will be considered or restricted to previous month.

The increase/decrease in prices of cement, steel reinforcement, structural steel and POL shall be determined by the Price indices issued by the Director General, CPWD. For other items provided in the Schedule 'F', this shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry. Base price for cement, steel reinforcement, structural steel and POL shall be as issued under the authority of Director General CPWD applicable for Delhi including Noida, Gurgaon, Faridabad & Ghaziabad and for other places as issued under the authority of Zonal Chief Engineer, CPWD and base price of other materials issued by concerned Zonal Chief Engineer and as indicated in Schedule 'F'. In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule 'F' shall be followed.

The amount of the contract shall accordingly be varied for all such materials and will be worked out as per the formula given below for individual material: -

Adjustment for component of individual material

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

where,

V = Variation in material cost i.e. increase or decrease in the amount of rupees to be paid or recovered.

P = Base Price of material as issued under authority of DG, CPWD or concerned Zonal Chief Engineer and as indicated in Schedule "F". For Projects and Original Works

Q = Quantity of material brought at site for bonafide use in the works since previous bill excluding any such quantity consumed in the deviated quantity of items beyond deviation limit and extra /substituted item, paid/to be paid at rates derived on the basis of market rate under clause 12.2.

Clo = Price index for cement, steel reinforcement bars structural steel and POL as issued by the DG, CPWD and corresponding to the time of base price of respective material indicated in Schedule 'F'. For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce and corresponding to the time of base price of respective material indicated in Schedule 'F'.

CI = Price index for cement, steel reinforcement bars, structural steel and POL as issued under the authority of DG, CPWD for period under consideration. For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material for period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce.

Note: (i) In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/ tendered cost) shall be considered.

Provided always that provisions of the preceding Clause 10 C shall not be applicable in respect of Materials covered in this Clause. If updated stipulated date of completion as calculated on pro- rata basis does not cover full calendar month then indices will be considered or restricted to previous month.

(ii) If during progress of work or at the time of completion of work, it is noticed that any material brought at site is in excess of requirement, then amount of escalation



if paid earlier on such excess quantity of material shall be recovered on the basis of cost indices as applied at the time of payment of escalation or as prevailing at the time of effecting recovery, whichever is higher.

(iii) Cement mentioned wherever in this clause also includes Cement component used in RMC brought at site from outside approved RMC plants, if any.

(iv) The date wise record of ready mix concrete shall be kept in a register and the cement consumption for the same shall be calculated accordingly.

(v) If built-up steel items are brought at site from workshop, then the variation shall be paid for the structural steel up to the period when the built up item/finished product is brought at site.