

NATIONAL RURAL HEALTH MISSION

GOVERNMENT OF HIMACHAL PRADESH

Dated: 31.07.2014

AMENDMENT No. – I

Project Name: Construction of 100 Bedded Mother & Child Hospital at Zonal Hospital, Mandi district, Mandi, H.P.

TENDER NO.: HSCC/NRHM/M&C/MANDI/HP/2014; Dated: 11.07.2014

Reply to Pre Bid Queries raised by bidders during pre -bid meeting held on 24.07.2014 at HSCC, Head Office, Noida

1) The Last date of submission & opening of bids has been extended as follows:

- (i) Last date to fill/upload the tender : upto **15:00 hrs. on 20.08.2014** through e-Tendering.
(Last date of receipt of tender)
- (ii) Date of Opening of bids : on 20.08.2014 at 15:30 hrs.

S. No.	Clause	Pre- Bid Meeting Query	Reply /Clarification
1.		Bid Eligibility: There is no specific provision in the document which allows/disallows foreign bidder to participate.	Eligibility Criteria is defined in Vol-1 (NIT, PQ & ITB). The tender conditions shall prevail.

2.		There is no specific provision in the document for translated document.	Please refer Vol-1(NIT, PQ & ITB) Clause 2.3.8, which is self-explanatory.
3.	Vol 1-NIT Clause 2.3.6 a i) On Page 18/57	Tender fee mentioned in NIT Clause 2.3.6 a is Rs.5,000 while Tender fee mentioned on Page 3/57 of NIT is Rs.10,000	Vol-1(NIT, PQ & ITB) Clause 2.3.6 a. i at page no. 18 <i>"Original Non-refundable Demand Draft of Rs.5,000/- as Tender Fee"</i> Shall be read as <i>"Original Non-refundable Demand Draft of Rs.10,000/- as Tender Fee"</i>
4.	Vol-1 NIT , PQ Clause 2.3.20 d i) On Page 24/57	Performance Security: As per this Clause, Bidder has to furnish bank Guarantee for performance security for 5% of Contract price and remaining 05% shall be retained from running account bills. This amount to 10% in total. However Clause 1 (i) of the GCC Performance guarantee provides that performance guarantee shall be 5%.	The provision in Clause 2.3.20 d (i) at page no. 24 of Vol-1 (NIT, PQ & ITB) & Clause 1 at page no. 6 of Vol-II (GCC) shall prevail. The successful bidder is required to submit performance bank guarantee for an amount of 5% of total contract price toward performance security. In addition 5% of the contact price shall be retained from the running bill.
5.	Vol-1 of NIT , PQ Clause 2.3.20 d i) On Page 24 & ii) On Page 6 of Vol-II (GCC)	Validity of Performance Security: As per this Clause, Performance Security shall be valid for 6 months from end of Defects Liability period. However Clause 1 (ii) of the GCC Performance guarantee provides that performance guarantee shall be valid for 60 days from end of Defects Liability period.	The provision in GCC Clause 1 (ii) at page 6 of Vol-II shall prevail. Accordingly, Form –C (Form of Performance Security Bank Guarantee) S. No. 8 at page 38 of Vol-I (NIT & PQ) stands Amended as under: <i>'This guarantee is valid till _____ (date to be mentioned) (stipulated date of completion of Defect Liability Period plus 60 days beyond that).'</i>
6.	Vol-1 NIT , PQ Clause 2.3.13 ii) On Page 21/57	Clause 2.3.13 ii) Bids shall be submitted by hand or through registered post or courier. Client to confirm that except DD for tender fee, EMD and Form of Bid, all other documents shall be submitted online only.	Pls. refer Clause 2.3.13 (submission of bids) at page no. 20 & Annexure – I (Checklist) at page no. 31 of Vol-I (NIT & PQ). (i) Technical package – Part – I

		This Clause provides that bid shall be submitted physically by hand or through registered post or courier.	should be submitted in original before date and time fixed for opening of bid either by registered post or by hand. (ii) Technical package – Part – II should be submitted online only duly authenticate by digital signature. (iii) Financial Package (B.O.Q) should be submitted online only duly authenticate by digital signature.
7.	Vol.- I , Sec-III, Scope of work, page – 28	Obtaining occupancy certificate & related NOC's form statutory/ local / governmental agencies.	The tender conditions shall prevail.
8.	Vol.- I, Form-T1-B, page-47	Banker certificate should be on the letter head of the bank, sealed in cover addressed to tendering authority.	Banker certificate addressed to HSCC (India) Ltd., Address: E-6(A), Sector-1, Noida - 201301
9.	Vol.-1, Form E, Page- 42	The power of attorney requires the signatories of the bid to be the employee of bidding company. In our case the bidders is a company incorporated overseas authorizing employees of its Indian counter part to the Sign the bid documents.	The tender conditions are clear, same shall prevail.
10.		<p>1. The condition of three similar works not less than the amount equal to 40% of the estimated cost seems to very high and needs to be reviewed and reduced to 25-30%.</p> <p>2. Further the Average annual financial turn over on construction works to the order of Rs.23.81 Crore (100%) is also not justified. First, there will rarely be any contractor/firm in this state having such financial turn over in building works, Secondly, the completion period of work is 18 months during which Rs.23.81 crores is anticipated to be spent. As such 100% turnover at the time of tender do not appears to be justified. Above all turn over cannot be judged with the capability of Contractors, as it depends on the works allotted to them in a year. When they did not get any work despite all efforts, the turn over will naturally reduce to that particular year. Hence the point needs to be looked into & re-considered & turn over allowed upto 30% in the larger interest of work.</p>	No change. The tender conditions shall prevail.

11.	Vol 1-NIT, PQ Clause 2.3.6 a ii b On Page 18/57	The EMD will be in the form of demand draft of a scheduled bank issued in favour of "HSCC India Limited " payable at Noida/Delhi or in the form of Bank Guarantee in favour of "HSCC (India) Limited" as per Form B of Vol.-1 of tender, having validity for six months or more from the last date of receipt of tenders. The Bank guarantees should be irrevocable and operative for a period of six months or more from the last date of receipt of tenders.	The clause stand amended as under: The EMD will be in the form of demand draft of a scheduled bank issued in favour of "HSCC India Limited " payable at Noida/Delhi or in the form of Bank Guarantee in favour of "HSCC (India) Limited" as per Form B of Vol.-1 of tender, having validity for 180 days or more from the last date of receipt of tenders. The Bank guarantees should be irrevocable and operative for a period of 180 days or more from the last date of receipt of tenders.
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Bid Security/ EMD in the form of Bank Guarantee (BG) must have validity for 180 days i.e upto **16.02.2015** or more from the last date of receipt of tenders.

Please note that this amendment no. – I, shall form part of the tender and all others 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> as corrigendum/amendments etc., if any, will be notified on this portal only and separate advertisement will not be made for this.

(-Sd-)

**General Manager (Projects),
HSCC (India) Ltd
For & on Behalf of State Mission Director, NRHM, H.P.**