

**HSCC (India) Limited**  
As Executing Agency of  
All India Institute of Medical Sciences  
(AIIMS), New Delhi

Dated: 20.04.2013

**AMENDMENT No.- I**

**Project Name:** Tender for “Construction of Vertical Expansion of Service Block at AIIMS Campus, Masjid Moth, New Delhi and their maintenance during defect liability period”.

**Tender No.** HSCC/AIIMS/SB/EXPANSION/2023 dated 29.03.2023

Reply to Pre-Bid queries raised by bidders during pre -bid meeting held on 12.04.2023 at HSCC, Head Office, Noida

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:

Sl. No.	Cl.No. / Item No. / Tender ref.	Bidder Queries / Request	HSCC Reply/ As per Amendment
1.	Vol.-I (NIT/PQ & ITB) - EMD / Bid Security Bank Guarantee : IFSC Code and Bank Details for preparation of BG against EMD.	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
2.	Cl.No. 1.26 of Vol.-I (NIT/PQ & ITB) FORM – H (Undertaking) reg.- specialized services	This is query in concern with Form H. Two similar works each of value not less than 60% instead of 50% of the estimated cost has been put to tender.  Kindly, correction and provide the same for further working.	Amended FORM – H (Undertaking) attached at <b>Annexure-I</b>

Sl. No.	Cl.No. / Item No. / Tender ref.	HSCC Reply/ As per Amendment
3.	Vol.-II (GCC), Section -2 : Clause No. 10C “Payment on Account of Increase in Prices/Wages Due to Statutory Order(s)”	Clause No. 10C “Payment on Account of Increase in Prices/Wages Due to Statutory Order(s)” of Vol.-II (GCC) has been amended and attached at <b>Annexure – II</b>
4.	Vol.-II (GCC), Section -2 : Clause No. 10CA “Payment Due To Variation in Prices of Materials after Receipt of Tender”	Clause No. 10CA “Payment Due To Variation in Prices of Materials after Receipt of Tender” of Vol.-II (GCC) has been amended and attached at <b>Annexure – III</b>
5.	Vol.-II (GCC), Section -2 : Clause No. 10CC “Payment due to increase/decrease in Prices/ Wages (Excluding Materials Covered under Clause 10 (CA) after Receipt of Tender for Works”	Clause No. 10CC “Payment due to increase/decrease in Prices/ Wages (Excluding Materials Covered under Clause 10 (CA) after Receipt of Tender for Works” of Vol.-II (GCC) has been amended and attached at <b>Annexure – IV</b>
6.	<p>Vol.-II (GCC), Section -7 : <b>Schedule –F’</b></p> <p>Base price of all the materials* covered under Clause 10CA :</p> <p>Base price (excluding GST but i/c Carriage upto site) of all the materials covered under Clause 10CA</p>	<p><b>Shall be read as follows:</b></p> <p>Base price of all the materials* covered under Clause 10CA :</p> <p>*Cement (OPC) – <b>Rs.5,342/- per MT</b> (excluding of GST) *Reinforcement Bars (TMT Fe-500D) – <b>Rs.55,600/- per MT</b> (excluding of GST) (Primary Producers)</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 10 CA 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>

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

Prospective bidders are advised to regularly scan through HSCC e-tender portal <https://hscenivida.com> & HSCC website <http://www.hscltd.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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DGM (Civil),  
HSCC (India) Ltd.

ANNEXURE - I

**Amended - FORM - H**

**UNDERTAKING**

We do hereby undertake to engage a specialised agency after approval of HSCC for undertaking the execution of specialized works ( \_\_\_\_\_ Name of the specialized work \_\_\_\_\_ ) whose minimum qualification shall be as under:

I. For Specialized works except DG Sets, Substation, HVAC System & Lifts:

- (i) Average Annual Financial Turnover during the last three financial years, i.e. FY-2019-20, 2020-20 & 2021-22, should be at least 50% of the estimated price of the works.
- (ii) Experience of having successfully completed similar specialized works during last 7 years ending previous day of last date of submission of tenders should be either of the following:
  - (a) Three similar works each of value not less than 40% of the estimated cost put to tender or two similar works each of value not less than **50%** of the estimated cost put to tender or one similar work of value not less than 80% of the estimated cost, put to tender, all amounts rounded off to a convenient figure.

II. For DG Set, HVAC and Sub Station works:

- (i) Average Annual Financial Turnover during the last three financial years, i.e. FY-2019-20, 2020-20 & 2021-22, should be at least 50% of the estimated price of the works
- (ii) Experience of having successfully completed similar specialized works during last 7 years ending previous day of last date of submission of tenders should be either of the following.
  - (a) Three similar works each of value not less than 40% of the estimated cost put to tender or two similar completed works each of value not less than **50%** of the estimated cost put to tender with capacity of individual DG Set/Chiller/transformer being 80% of the individual capacity (rounded off to next available higher capacity) of the equipment i.e. DG Set/ Chiller/ transformer proposed in the NIT.

OR

One similar completed work of value not less than 80% of the estimated cost put to tender with capacity of individual DG Set/Chiller/transformer being 80% of the individual capacity (rounded off to next available higher capacity) of the equipment i.e. DG Set/Chiller/transformer proposed in the NIT.

All amounts rounded off to a convenient figure.

III. For Lifts works:

For lifts, associated agency shall be from category "A" as per the approved list by CPWD.

**(Authorized Signatory of bidder)**

## ANNEXURE – II

Clause No. 10C “Payment on Account of Increase in Prices/Wages Due to Statutory Order(s)” of Vol.-II (GCC) Section-2 is revised, as under:

### **CLAUSE 10C**

#### **PAYMENT ON ACCOUNT OF INCREASE IN PRICES/WAGES DUE TO STATUTORY ORDER(S)**

If after submission of tender, if the price of any material incorporated in the work (excluding the material covered under clause 10 CA and/ or wages of labour increases as a direct result of the coming into force of any fresh law or statutory rule or order (but not due to any variation of rate in GST applicable on such material(s) being considered under this clause) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied.

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any variation of rate in GST applicable on such material (s) being considered under this clause), Government shall in respect of materials incorporated in the works (excluding the materials covered under Clause 10CA and/or labour engaged on the execution of the work after the date of coming into force of such law, statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

Engineer-in-Charge shall call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/or wages of labour, give notice thereof to the Engineer-in- Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

For this purpose, the labour component of 85% of the value of the work executed during period under consideration shall not exceed the percentage as specified in Schedule F, and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled Mazdoor, fixed under any law statutory rule and order. The cost of work for which escalation is applicable (W) is same as cost of work done worked out as indicated in sub-para (ii) of clause 10 CC except the amount of full assessed value of secured Advance.

ANNEXURE – III

Clause No. 10CA “Payment Due To Variation in Prices of Materials after Receipt of Tender” of Vol.-II (GCC) Scetion-2 is revised, as under:

**CLAUSE 10 CA**

**PAYMENT DUE TO VARIATION IN PRICES OF MATERIALS AFTER RECEIPT OF TENDER**

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

$$V = P \times Q \times \frac{CI - CI_0}{CI_0}$$

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.

CIo = 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.

Clause No. 10CC “Payment due to increase/decrease in Prices/ Wages (Excluding Materials Covered under Clause 10 (CA) after Receipt of Tender for Works)” of Vol.-II (GCC) Section-2 is revised, as under:

**CLAUSE 10 CC**

**PAYMENT DUE TO INCREASE/DECREASE IN PRICES/ WAGES (EXCLUDING MATERIALS COVERED UNDER CLAUSE 10 (CA) AFTER RECEIPT OF TENDER FOR WORKS)**

If the prices of materials (not being materials supplied or services rendered at fixed prices by the department in accordance with clause 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in Schedule F. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-

- (i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.
- (ii) The cost of work on which escalation will be payable shall be reckoned as below :
  - (a) Gross value of work done up to this quarter : (A)
  - (b) Gross value of work done up to the last quarter : (B)
  - (c) Gross value of work done since previous quarter (A-B) (C)
  - (d) Full assessed value of Secured Advance (excluding materials Covered under Clause 10 CA) fresh paid in this quarter : (D)
  - (e) Full assessed value of Secured Advance (excluding materials Covered under Clause 10 CA) recovered in this quarter : (E)
  - (f) Full assessed value of Secured Advance for which escalation Payable in this quarter (D-E): (F)
  - (g) Advance payment made during this quarter: (G)
  - (h) Advance payment recovered during this quarter: (H)
  - (i) Advance payment for which escalation is payable in this Quarter (G-H): (I)
  - (j) Extra items/deviated quantities of items paid as per Clause 12 Based on prevailing market rates during this quarter: (J)

$$\begin{aligned} \text{Then, } M &= C+F+I-J \\ N &= 0.85 M \end{aligned}$$

Cost of work for which escalation is applicable:

$$W = N$$

- (iii) Components for materials (except cement, reinforcement bars, structural steel, POL or other materials covered under clause 10 CA) labour, etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule 'F'. The decision of the Engineer-in-Charge in working out such percentage shall be binding on the contractors.
- (iv) The compensation for escalation for other materials (excluding cement, reinforcement bars, structural steel, POL or other materials covered under clause 10 CA) shall be worked as per the formula given below:-

Adjustment for civil component (except cement, structural steel, reinforcement bars, POL and other materials covered under clause 10CA) / electrical component of construction 'Materials'

$$V_m = W \times \frac{X_m}{100} \times \frac{M_I - M_{I_0}}{M_{I_0}}$$

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

$W$  = Cost of Work done worked out as indicated in sub-para (ii) of Clause 10CC.

$X_m$  = Component of 'materials' (except cement, structural steel, reinforcement bars POL and other materials covered under clause 10CA) expressed as percent of the total value of work.

$M_I$  = All India Wholesale Price Index for civil component/electrical component\* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/ Group Items for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group Items. (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 prorata basis only as cost of extra work x stipulated period/tendered cost, shall be considered.) 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.

\*Note: relevant component only will be applicable.

- (v) The following principles shall be followed while working out the indices mentioned in para (iv) above.
- (a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The dates of preparation of bills as finally entered in the Measurement Book by the Assistant Engineer/ date of submission of bill finally by the contractor to the department in case of computerized measurement books shall be the guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months' interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.



(b) The index (MI/FI etc.) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such installment of payment, is less than three months, the index MI and FI shall be the average of the indices for the months falling within that period.

(vi) The compensation for escalation for labour shall be worked out as per the formula given below:-

$$VL = W \times \frac{Y}{100} \times \frac{LI - LIO}{LIO}$$

VL : Variation in labour cost i.e. amount of increase or decrease in rupees to be paid or recovered.

W : Value of work done, worked out as indicated in sub-para (ii) above.

Y : Component of labour expressed as a percentage of the total value of the work.

LI : Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to updated stipulated date of Completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/tendered cost, shall be considered.) 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.

LIO : Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.

(vii) The following principles will be followed while working out the compensation as per sub para (vi) above.

(a) The minimum wage of an unskilled Mazdoor mentioned in sub-para (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.

(b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters;

(c) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled Mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.

(viii) In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this Clause 10CC shall mutatis mutandis apply, provided that:

- (a) no such adjustment for the decrease in the price of materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the work is equal to or less than the time as specified in Schedule 'F'.
- (b) the Engineer-in-Charge shall otherwise be entitled to lay down the procedure by which the provision of this sub-clause shall be implemented from time to time and the decision of the Engineer-in-Charge in this behalf shall be final and binding on the contractor.

(ix) Provided always that:-

- (a) Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable but provisions of clause 10CA will be applicable.
- (b) Where provisions of clause 10CC are not applicable, provisions of clause 10C and 10CA will become applicable.

Note: Updated stipulated date of completion (period of completion plus extra time for extra work) for compensation under clause 10C, 10CA and 10 CC

The factor of 1.25 taken into account for calculating the extra time under clause 12.1 for extra time shall not be considered while calculating the updated stipulated date of completion for this purpose in clause 10C, clause 10CA, and clause 10CC.