

NATIONAL HEALTH MISSION, GOVT. OF KERALA

(Arogyakeralam)

Dated: 29.06.2017

AMENDMENT NO. – I

Project Name: Tender for “Construction of 50 Bedded MCH Block at W&C Hospital, Kozhikode District, Kerala”.

Tender No.: HSCC/NRHM/KERALA/KOZHIKODE/2017/02; dated 19.06.2017

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

Last date to fill/upload the tender : upto **15:00 hrs. on 11.07.2017**
through e-Tendering

Date of Opening of bids : on 11.07.2017 at 15:30 hrs

2) Bid Security/ EMD in the form of Bank Guarantee (BG) shall be valid for a period of six (06) months from the last date of submission of bid i.e. upto **10.01.2018.**

Sl. No.	<u>Existing Clause</u>	<u>To be read as</u>
3)	<p>(Ref: Volume –I, NIT, PQ & ITB, Pg. No. – 18 of Tender Documents)</p> <p>Clause no. 2.3.7 “Contents of Financial Package” (Vol.-I NIT, PQ & ITB)</p> <p>The financial package (VOLUME V - BILL OF QUANTITY) should be submitted online only. These prices should include all costs associated with the Project including any out of pocket / mobilization expenses, taxes, charges, levies, cess, VAT, including Service tax etc. as applicable till the date of NIT. In case Government levies/modifies any tax subsequently the same will be adjusted plus/minus as the case may be. The Bidder must ensure to fill up price against each item of BOQ (Volume V). If any cell is left blank and no rate is quoted, rate of such item shall be treated as “0” (ZERO).</p>	<p>(Ref: Volume –I, NIT, PQ & ITB, Pg. No. – 18 of Tender Documents)</p> <p>Clause no. 2.3.7 “Contents of Financial Package” (Vol.-I NIT, PQ & ITB)</p> <p>The financial package (VOLUME V - BILL OF QUANTITY) should be submitted online only. These prices should include all costs associated with the Project including any out of pocket / mobilization expenses, taxes, charges, levies, cess, VAT, including Service tax and/or GST etc. as applicable till the date of NIT. In case Government levies/modifies any tax subsequently the same will be adjusted plus/minus as the case may be. The Bidder must ensure to fill up price against each item of BOQ (Volume V). If any cell is left blank and no rate is quoted, rate of such item shall be treated as “0” (ZERO).</p>
4)	<p>(Ref: Volume –II, GCC, Pg. No. – 55 of Tender Documents)</p> <p><u>Clause no. 37 (Vol.-II, General Conditions of Contract)</u></p> <p>“Levy / Taxes Payable by Contractor”</p> <p>(i.) Sales Tax/VAT (including service tax), Building and other Construction Workers Welfare Cess or any other tax or cess in respect of this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect. However, in case of service tax same shall be paid by</p>	<p>(Ref: Volume –II, GCC, Pg. No. – 55 of Tender Documents)</p> <p><u>Clause no. 37 (Vol.-II, General Conditions of Contract)</u></p> <p>“Levy / Taxes Payable by Contractor”</p> <p>(i.) Sales Tax/VAT (including service tax and/or GST), Building and other Construction Workers Welfare Cess or any other tax or cess in respect of this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect.</p>

Sl. No.	<u>Existing Clause</u>	<u>To be read as</u>
	<p>the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-charge after satisfying that it has been actually and genuinely paid by the contractor. The applicable and eligible service tax shall reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.</p> <p>(ii.) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.</p> <p>(iii.) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government/Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.</p>	<p>(ii.) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.</p> <p>(iii.) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government/Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.</p>
5)	<p>(Ref: Volume –II, GCC, Pg. No. – 57 of Tender Documents)</p> <p><u>Clause no. 38 (Vol.-II, General Conditions of Contract)</u></p> <p>“Conditions for reimbursement of levy/taxes if levied after receipt of tenders”</p> <p>(i.) All tendered rates shall be inclusive of all taxes and levies (including service tax) payable under</p>	<p>(Ref: Volume –II, GCC, Pg. No. – 57 of Tender Documents)</p> <p><u>Clause no. 38 (Vol.-II, General Conditions of Contract)</u></p> <p>“Conditions for reimbursement of levy/taxes if levied after receipt of tenders”</p> <p>(i.) All tendered rates shall be inclusive of all taxes and levies (including service tax and/or GST) payable</p>

Sl. No.	<u>Existing Clause</u>	<u>To be read as</u>
	<p>respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Engineer-in-charge (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.</p> <p>(ii.) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge and further shall furnish such other information/document as the Engineer-in-Charge may require from time to time.</p> <p>(iii.) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.</p>	<p>under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Engineer-in-charge (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.</p> <p>(ii.) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge and further shall furnish such other information/document as the Engineer-in-Charge may require from time to time.</p> <p>(iii.) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.</p>
6)	<p>(Ref: Volume –III, SCC, Pg. No. – 51 of Tender Documents)</p> <p>Clause no. 44 (Vol.-III, Specific Conditions of Contract)</p>	<p>(Ref: Volume –III, SCC, Pg. No. – 51 of Tender Documents)</p> <p>Clause no. 44 (Vol.-III, Specific Conditions of Contract)</p>

Sl. No.	<u>Existing Clause</u>	<u>To be read as</u>
	<p data-bbox="427 268 730 300">44.0 “Rates/Prices”</p> <p data-bbox="427 341 1167 810">The quoted rates/prices for the items shall be complete in all respect including all labour, material, plant and machinery, tools and tackles, batching plant for RCC work including water & electricity, all taxes, duties, levies, octroi, statutory levies applicable from time to time and others as specified in SCC etc. The contractors attention is invited towards different floor finish and their respective finish levels as indicated in architectural drawings, and nothing extra will be payable for additional mortar bed required to achieve uniform finished levels. The Contractor should quote his rates/prices accordingly for the complete items in all respects.</p>	<p data-bbox="1184 268 1487 300">44.0 “Rates/Prices”</p> <p data-bbox="1184 341 1924 844">The quoted rates/prices for the items shall be complete in all respect including all labour, material, plant and machinery, tools and tackles, batching plant for RCC work including water & electricity, all taxes including Service tax and/or GST, all duties, levies, octroi, statutory levies applicable from time to time and others as specified in SCC etc. The contractors attention is invited towards different floor finish and their respective finish levels as indicated in architectural drawings, and nothing extra will be payable for additional mortar bed required to achieve uniform finished levels. The Contractor should quote his rates/prices accordingly for the complete items in all respects.</p>

All other terms & conditions of tender shall remain unchanged.

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

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DGM (Civil), HSCC (I) Ltd.
For &on behalf of State Mission Director, NHM
Thiruvananthapuram, Kerala