

HSCC (INDIA) LIMITED

(A Subsidiary of NBCC (India) Limited)
(A GOVERNMENT OF INDIA ENTERPRISE)
E-6A, Sector-01, Noida-201301

Dated: 25.06.2020

AMENDMENT No.-V

Project Name: Tender for “Construction of Balance Works of Casualty Block, Forensic and Community Medicine Block, Maternity Ward Block, Blood Bank, Lecture Halls, ESS for increase of UG seats from 100 to 154 intake including internal & external Electrical, Air conditioning , PHE, fire fighting& developments works etc. for Regional Institute of Medical Sciences (RIMS), Imphal (Manipur)”.

Tender/ NIT No. HSCC/OBC quota/RIMS/176/2020; dated 14.04.2020

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:

(I)

Annexure –VI Check list S.no. (i) & (ii) Vol. I (NIT / PQ)	3.0 MINIMUM PRE-QUALIFICATION CRITERIA Vol. I (NIT / PQ)
As per Vol-I (NIT/PQ) Copies of audited balance sheets certified by the chartered accountant along with Membership no for all three years (2014-15, 2015-16 & 2016-17)	Read as Copies of audited balance sheets certified by the chartered accountant along with Membership no for all three years (2016-17, 2017-18 & 2018-19)
One Completed work of any nature (either part of (ii) above or a separate one) costing not less than the amount equal to 40% of the estimated cost with some Central/State Government Organisation/Central Autonomous Body/Central Public Sector Undertaking.	Deleted

(II) **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 10.07.2020**
through e-Tendering

Date of Opening of bids : on 10.07.2020 at 15:30 hrs.

(III.) Reply to Pre Bid Queries raised by bidders during pre -bid meeting held on 09.06.2020 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:

S.No	Cl.No. / Tender ref.	Queries Raised	Reply
1.	Vol.-I (NIT/PQ & ITB)	Completion time allowed for completion of the project shall be 36 Months instead of 22 months.	No change in Tender terms and conditions. Tender terms & conditions shall prevail
2.	Vol.-II GCC 10.1 Performance security	Performance Bank Guarantee should be @2.5% instead of 5% by seeing present situation of COVID 19 and as per guidelines issued by Govt of India so that companies could be enrich with cash flow.	No change in Tender terms and conditions. Tender terms & conditions shall prevail
3.	Vol-III SCC 33 a,b,c	5% Mobilisation advance and 10% Secured Advance would be allowed	No change in Tender terms and conditions. Tender terms & conditions shall prevail
4.		Approval from local bodies/municipal shall be in the scope of employer.	No change in Tender terms and conditions. Tender terms & conditions shall prevail
5.		Please confirm whether MSME registered firms are exempted from submission of EMD or not.	Shall be as per tender Conditions
6.	Vol.-I (NIT/PQ) Cl. 3.0	Average Annual Financial Turnover during the last three financial years i.e.2016-17, 2017-18 & 2018-19 should be at least 30% of the estimated cost. As the last financial year (2019-2020) has also completed and hence we are fulfilling your said criteria for immediately last three Financial year i.e. 2017-18'2018-19 &2019-20' Hence you are requested to kindly allow the Financials of the firm who wish to submit it for 2017 - 18, 2018-19 & 2019-20 as well for maximum and competitive participation.	No change in Tender terms and conditions. Tender terms & conditions shall prevail
7.	Vol-III SCC 39.2.4 Water supply & Power supply	We are requesting, Water and power supply shall be provided by the client on chargable basis at the site. Further distribution cost shall be in the contractor's scope.	Tender terms & conditions shall prevail
8.	Vol-III SCC-33 a,b,c	We requesting to pay an interest free Mobilisation Advance of 10% of Contract value against Bank Guarantee on the award of work. The same shall be recovered from our 3rd R A Bill onwards, on the pro-rata basis of the value of work done.	No change in Tender terms and conditions. Tender terms & conditions shall prevail

9..	Vol-II GCC 20.2	Contractor shall be responsible for any loss or damage happens to the works for reasons attributable to the Contractor and not otherwise.	Tender terms & conditions shall prevail
10.	Vol-II GCC 40.3 Suspension lasting	If suspension of work last for more than 84 days for reason not attributable to the KEC and a 14 days notice for resumption of work is lapsed then Contractor shall have a right to terminate the part or whole work.and also have right to claim costs for the period of suspension as well as previous outstanding amount.delayed in making payment to the Contractor beyond due date, Contractor has right to suspend the contract till the time all dues are paid.	No change in tender terms and conditions Tender terms & conditions shall prevail
11.	Vol-II GCC 47.1 Liquidated Damage	We request that before invoking Liquidated damage clause, Client must give 45 day remedy notice period to the Contractor to recify breach.LD should be the sole and exclusive remedy if LD is invoked	No change in Tender terms and conditions. Tender terms & conditions shall prevail
12.	Vol-II GCC 60.8 Terms of Payment	We request that Contractor should receive its due amount within 15 days after submitting monthly statement and release of final amount within 60 days after submission of written discharge to	Shall be as per tender terms & Conditions
13.	GCC 63.1 Default Contractor	It is to be requested that in event of Contractor default, it should get 45 day to cure the defects. If it fails to cure the defect within 45 days then Employer shall have right to terminate the Contract by giving 20 days' notice period. Client should follow the above procedure of termination after giving remedy notice to the Contractor and pay all the outstanding dues of the Contractor in order to expel the Contractor.	No change in Tender terms and conditions. Tender terms & conditions shall prevail
14.	Vol-III SCC 33 (f) – II Advance against material	We request that material advance against material brought at site shall be recovered from our R A Bills as and when it's consumed and billed.	No change in Tender terms and conditions. Tender terms & conditions shall prevail

15.	Vol-III SCC 33 (h) Retention Money	We requesting that Retention money shall be deducted from each RA bill till the completion of work, Same shall be release against submission of progressive BG.	No change in Tender terms and conditions. Tender terms & conditions shall prevail
16.	Vol-III SCC 33 (J) Payment Term	We requesting you, Payment against RA bills shall be release within 7 days after submission of bill and balance after the certification of bill within 21 days from its submission.	Shall be as per tender Condition
17.	Vol-III SCC 36 .1.1 Labour accomodatio n	We are requesting, Space for Labour Colony shall be provided by client within site free of cost. Construction will be done by us at our own cost.	As per Tender terms & Conditions Contractor is required to make their own arrangements for Labour camps. Space for labour camp If available would be provided. However, Contractor shall not have any claim in this regard
18.	Vol-II GCC cl. 22 Terms of Payment	We are requesting 75% of cost of Major material shall be paid to us, for all MEP items as advance against the LOI/PO/WO given to the MEP Supplier/Vendor etc.	Shall be as per tender terms & Condition
19.	Vol-II GCC 10.1 Performance security	The Client has right to invoke guarantee only in the event of default committed by the Contractor and not otherwise. We request that remedy notice period of 45 days be given to contractor before invoking guarantee. Original guarantee should be returned to the Contractor once guarantee period has expired.	No change in tender terms and condition Tender terms & conditions shall prevail

20.	GCC 67.3.1 Vol-II	Disputes, if any, shall be settle under the provision of Arbitration and Conciliation Act 1996, including any modifications thereof. It is suggested to have a sole arbitrator who is mutually appointed by both the parties.	<p>Any dispute and differences relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof in respect of which :-</p> <p>a) the decision, if any, of the Engineer has not become final and binding pursuant to Sub Clause 67.1 and</p> <p>b) Conciliation has not been reached as per the provisions of Clause 67.2</p> <p>Shall be referred to the Sole Arbitration of person appointed by mutual consent of the parties & if Parties failed to mutually agreed on the name of Arbitrator within 30 days from the request made, then Sole Arbitrator will be appointed by The Institution of Engineers (India)</p>
21.	GCC 67.3.1 Vol-III P.No. 67	<p>In view of reply of point no. 21 the amended GCC 67.3.2 is as under</p> <p>If the Arbitrator so appointed resigns his appointment, is unable or unwilling to act due to any reason whatsoever, or dies, The New Arbitrator will be appointed per the Procedure mentioned in 67.3.1 to act in his place and the new Arbitrator so appointed may proceed from the stage at which it was left by his predecessor.</p>	
22.		Our responsibility for the work to be carried out for the balance construction work. The contractor shall not held responsible for the work which has been already completed by the earlier Contractor. Also any rectifications, modifications/alterations, if any is to be done the same shall be to the	All the balance work required to Complete the building functional will be carried out by the agency as per approved drawings & approval of engineer.

		Client account in terms of costs and time.	
23.	Vol-III SCC 24 hand over & taking over process	The site should be handed over to us totally free of encroachments and encumbrances, if any and also clean slate i.e. Client having settled amicably with the earlier Contractor.	Bidder shall visit the site & make his own assessment. Tender terms & conditions shall prevail
24.		Requested to furnish Soil Investigation report to ascertain to soil strata for working out Piling & excavation item rates .	Shall be as per tender terms & Conditions
25.	Vol-III SCC Pg no.19 Submission of Bid	We also request to allow us to submit the Technical bid only in soft copy instead of also in Hard copy as mentioned in the tender	Shall be as per tender Conditions
26.		Query Completion Certificate of the Project As per Tender Document Completion certificate would be obtained by the contractor on your behalf. As this is a leftover/balance work and drawing and other approvals are already taken by you on your behalf. We have quoted our rates on the already provided drawings by you along with this tender and hence it is not possible to access the deviation of bylaws of Local Municipal Authority. So, liability of obtaining completion certificate of the building shall be on your part only.	No change in tender terms and conditions. Tender terms & conditions shall prevail
27.		Regarding Release of Performance Security Performance security shall be release immediately after completion of the project as retention money retaining till defect liability period.	No change in Tender terms and conditions
28.		Mobilization Advance shall be available at 5% of the contract value.	No change in tender terms and conditions

29.	Vol-I (NIT/PQ) 3.0	Qualifying Criteria – Financial As per tender document turnover for FY-2016-17,2017-18 & 2018-19 is being taken for assessment of Minimum Financial Turnover but as the Current Financial Year has been completed, so please confirm which year shall be taken for assessment Minimum Financial Turnover.	Shall be as per tender terms & Conditions.
30.		Insurance Please provide complete details of insurances to be taken from our part only as there is no clarity in the clause provided in tender documents. Also please confirm who will insure the part of the building already completed by precious contractor as this is the leftover work, hence CAR (Contractors all Risk Policy) policy cannot be issued in this case.	Tender terms & conditions shall prevail
31.		What will be the rate of GST applied on this project i.e. 12% or 18%, please confirm.	As per standard
32.		Performance Bank Guarantee Shall be released after successful completion and taking over of the Project as retention money is lying till completion of the Defect Liability Period.	No change in Tender terms and conditions
33.	Vol-III SCC 24.2 , 24.3	Our Submission: Since all project Drawings and design are not under the contractor’s scope. Contractor has to construct the building as per drawing and design provided by the client. All the bylaws for the building construction has to be taken care by the design team. As it is not possible for the construction agency to determine whether drawing provided to the contractor are according to the building byelaws. Even it is a balance work and it is not possible in any way to determine the ambiguity in the previous work. So, all licenses and permissions must be in the scope of Employer/Client. We are ready to	No change in Tender terms and conditions

		take permissions required for execution of the balance work only.	
35.		Use of borewell water in construction shall be permitted at site.	Shall be as per tender terms & Conditions.

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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DGM (Civil)
HSCC (India) Ltd.