

Ref- HSCC/PMSSY/MOF&FW/Deoghar/BW/2017

Dated: 29.06.2017

All Bidders.

AMENDMENT NO. – II

Project Name: Tender for “Construction of Boundary Wall Including Other Related Works for New AIIMS at Devipur, Deoghar (Jharkhand) Under Pradhan Mantri Swasthya Suraksha Yojana Phase-IV (PMSSY)”.

Tender No.: HSCC/PMSSY/MOF&FW/Deoghar/BW/2017; Dated 02.06.2017

This has reference to subject work, the following Amendment may be noted as attached in **Annexure-I**, which shall be treated as a part of the contract to be uploaded along with tender/ bid.

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.

(-Sd-)
Dy. General Manager (Civil)
HSCC (India) Limited

Annexure-I

S. No.	Existing Clause	To be read as
1.	<p>(Ref: Volume –I, NIT, PQ & ITB of Tender Document) Clause 2.3.7 Contents of Financial Package (Vol-I, NIT, PQ & ITB) The financial package (VOLUME V - BILL OF QUANTITY/PRICE BID) should be submitted ONLINE only. The percentage rate/prices should include all costs associated with the Project including any out of pocket / mobilization expenses, taxes, charges, levies, cess, VAT, excluding Service tax PF & ESI etc. as per GCC 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 percentage against summary of each component. If any cell is left blank then value of that cell shall be treated as “0” (ZERO).</p>	<p>(Ref: Volume –I, NIT, PQ & ITB of Tender Document) Clause 2.3.7 Contents of Financial Package (Vol-I, NIT, PQ & ITB) The financial package (VOLUME V - BILL OF QUANTITY/ PRICE BID) should be submitted ONLINE only. These percentage rate/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, excluding PF & ESI etc. as per GCC 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 percentage against summary of each component. If any cell is left blank then value of that cell shall be treated as “0” (ZERO).</p>
2.	<p>(Ref: Volume-II, GCC of Tender Document) Clause 37 (Vol-II, General Conditions of Contract) LEVY/TAXES PAYABLE BY CONTRACTOR (i) Sales Tax/VAT (except 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 respect of service tax, same shall be paid by 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. (ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities. (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>Ref: Volume-II, GCC of Tender Document) Clause 37 (Vol-II, General Conditions of Contract) LEVY/TAXES PAYABLE BY CONTRACTOR (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. (ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities. (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>
3.	<p>(Ref: Volume-II, GCC of Tender Document) Clause 38 (Vol-II, General Conditions of Contract) CONDITIONS FOR REIMBURSEMENT OF LEVY/TAXES IF LEVIED AFTER RECEIPT OF TENDERS (i) All tendered rates shall be inclusive of all taxes and levies (except Service Tax) payable 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</p>	<p>(Ref: Volume-II, GCC of Tender Document) Clause 38 (Vol-II, General Conditions of Contract) CONDITIONS FOR REIMBURSEMENT OF LEVY/TAXES IF LEVIED AFTER RECEIPT OF TENDERS (i) All tendered rates shall be inclusive of all taxes and levies (including GST and/or Service Tax) payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after</p>

	<p>contractor thereupon necessarily and properly pays such taxes/levies/cess, 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 shall also 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>the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies/cess, 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 shall also 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>4.</p>	<p>(Ref: Volume-III, SCC of Tender Document) Clause 37 (Vol-III, Specific Conditions of Contract) 37.0 Rates/Prices 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(excluding Service Tax), 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>(Ref: Volume-III, SCC of Tender Document) Clause 37 (Vol-III, Specific Conditions of Contract) 37.0 Rates/Prices 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, 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>