

MINISTRY OF HEALTH & FAMILY WELFARE

GOVT. OF INDIA, NEW DELHI

August 14, 2014

Project Name : Construction of Super Speciality Block at Kolkata Medical College, Kolkata under PMSSY

Tender No. MoHFW/HSCC/PMSSY/KOLKATA/SSB/2014 dated 1.8.2014

AMENDMENT NO.1

“REPLY TO BIDDERS QUERIES AND AMENDMENT TO TENDER”

Reply of Bidder's queries during pre-bid meeting held on 11/08/2014 at HSCC Corporate Office, Noida :

S.No.	Queries Raised	Reply
1.	<p>Mobilisation Advance (GCC Clause 10B(ii) Page 21)</p> <p>We have noted your clause, however, we would request you to accept the following : “An interest free mobilization advance @ 10% (ten percent) of the actual contract value shall be paid to us upon acceptance of LOI & mobilization of required manpower and machineries to start of the work. The advance will be recovered from our RA bills on pro-rata basis.”</p>	No change in tender conditions.
2.	<p>Secured Advance (GCC, Clause 10 B (II) Page 21)</p> <p>You have mentioned in the above said clause “The Contractor,.....clause or clauses of this contract”.</p> <p>Please confirm us whether secured advance shall be applicable for all materials or not. Further, we shall request you to provide interest free Secured Advance.</p>	Secured advance shall be released as per Clause 10 B (i).
3.	<p>Security Deposit & Performance Bank Guarantee (GCC CI No. 1 &2)</p> <p>We have noted your clause, however, we would request you to accept the following: A Bank Guarantee Bond amounting to 10% (Ten percent) of the Contract value shall be submitted as Performance Guarantee cum security Deposit, valid upto defect liability period. No cash retention from our RA bill will be made. The same will be released to us after expiry of defect liability period of 12</p>	<p>The Contractor shall Performance guarantee as per GCC Clause 1 of tender documents.</p> <p>The Security Deposit shall be recovered as per GCC Clause 1A of the tender documents.</p>

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	months from the Date of virtual completion of work.	
4.	<p>On Account Payment We would request you to consider payment term as under for better cash flow at site.</p> <ul style="list-style-type: none"> • 75% of the bill value shall be paid to us within seven days from the date of submission of bill. • Balance 25% to be paid within fifteen days thereafter after deduction of necessary advance and taxes. 	No Change in tender conditions.
5.	<p>Price Escalation (GCC Cl.No.10 CA, Page 23)</p> <p>Please confirm whether price escalation shall be applicable only for Cement, reinforcement steel & Structural Steel.</p> <p>Further you have indicated basic price for above said item as follows: Cement (OPC) Rs.6100/- per MT Reinforcement Steel (TMT-500) Rs.48642/- per MT Structural Steel : Rs.48510/- per MT Please confirm us whether basic price includes all taxes, duties, royalties, loading, unloading and transportation cost. Moreover, please also confirm whether price variation shall be applicable for other materials, labour part & POL.</p>	<p>Please refer to Schedule F</p> <p>Escalation as per Clause 10CA and Clause 10CC shall be applicable.</p>
6.	<p>Quantity Variation (GCC Cl No.12, Page 29 and Annexure 3 Page 104)</p> <p>We have noted that quantity variation & extra item (in totality) would be limited as follows:</p> <ul style="list-style-type: none"> • Deviation Limit for Building work 30% • Deviation Limit for Foundation Work : 100% 	No change in tender conditions.
7.	<p>Taxes & Duties (GCC Cl No.37 Page 54)</p> <p>We have noted that all taxes and duties shall be included in our bid price but we would request you to consider as follows: "Except service tax with related cess & labour welfare cess, all other existing taxes and</p>	No change in the tender conditions.

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	<p>duties, as applicable as on date of submission of this offer, shall be included in our rates. Service tax, related cess&labour welfare cess shall be paid extra along with the RA Bills.</p> <p>Further, please note that any change in rates of existing taxes, duties, royalties,etc. or any imposition of new taxes/duties etc. by State/central government/local bodies shall be to your account.</p>	
8.	<p>Supplementary/Additional items of works (GCC CI No.12 Page 29)</p> <p>We have noted the clause but we would request you to consider as follows:</p> <p>Rate for supplementary/additional items, if to carry out, will be derived either from analogous items or after computing actual material, labour along with all facilities (PF, Bonus, Medical, Leave, Conveyance etc. & Other benefits) taxes & duties etc. & Machinery cost for the scope of such work plus 25% (Twenty Five Percent) against overhead and profit. Further, service tax &labour welfare cess shall be paid extra at actual as per govt. rules.</p>	No change in the tender conditions.
9.	<p>Force Majeure</p> <p>We shall not be liable for delays in performing due to Force Majeure such as include of invasion, blockades, strikes, natural calamities and acts of God, riot, civil commotion, war whether declared or undeclared, stoppage of work by local or any other issues which are beyond the control of the Contractor.</p>	No change in the tender conditions.
10.	<p>Arbitration</p> <p>We have noted your clause but we would request you to consider as follows :</p> <p>Any dispute/difference arising out of the contract will be resolved through arbitration. Arbitration will be done by the Sole Arbitrator to be appointed by the President of Institution of Engineers India, Kolkata whose decision will be final and binding on both the parties. Subject to above, arbitration will be done as per the provisions of Indian Arbitration proceedings 1998. Venue of arbitration shall be Kolkata</p>	No change in the tender conditions.

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	only.	
11.	Land for Office, Store, Labour Hutment: We consider that you shall provide us land for office, store, cement godown, fabrication yard and labour hutment within the work premises on free of cost basis.	No labour camp/hutments will be allowed at site and the Contractor has to arrange the site for Labour Hutment at their own cost. Bidder is requested to get acquainted with the site conditions. Land as per availability will be provided at site; however, contractor will have no claim in this regard.
12.	Insurance (GCC Clause No.29, Page 32) We have noted your clauses, however, we shall request you to consider as follows: We shall take up workmen compensation insurance policy for our workers only. Any other insurance, if required to be taken up, shall be to your account.	Please refer to SCC Clause 29. No change in tender conditions.
13.	Technical <ul style="list-style-type: none"> • Please Confirm us whether measurement for excavation shall be as per IS:1200 (Part-1) • For reinforcement work, please clarify whether authorized laps, chairs, spacer bars etc. will be measured for payment as well as reconciliation for all items of rebar work. • No formface shuttering shall be envisaged in items for shuttering work. Please confirm. 	As per tender conditions and CPWD specifications only. SCC Clause 40 may also be referred.
14.	For item no.1.06 : we shall consider local river sand for plinth filling work.	Local river sand may be used for BOQ item no. 1.06
15.	For item no. 3.09 : Please mention the width of Aluminium sheet.	As per CPWD Specifications and tender conditions
16.	For item no.3.14(a) & (b) : Please mention lateral capacity of pile in this item.	As per CPWD Specifications and tender conditions
17.	For item no.4.03 :We shall consider brickwork only in this item	As per CPWD Specifications and tender conditions
18.	Please provide us softcopy of BOQ in excel format as some of items in BOQ (PDF) format seems to be missing.	BOQ in excel format is available on the HSCC e-tender Portal.
19.	We would request you to extend the date of submission upto 15.9.2014 to enable us to participate in the bid and submit a competitive offer.	No change in the last date of submission of bids is envisaged as of now.
20.	Eligibility : Page 8/Vol 1- NIT& PQ- Clause 1.4	No change in tender conditions.

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	<p>The bidder requests to accept experience of partners in Joint Venture Project. All CPWD tender has accept this portion of Joint Venture experience as per MOM</p> <p>The bidder requests to consider experience of Construction of International Airport under "Commercial Buildings" category with more than 15m height including electrical, fire fighting, HVAC, plumbing etc.</p>	
21.	<p>Sealing & Marking of Bids Vol-1, NIT Clause 2.3.12</p> <p>Rate of item quoted under any section of Bill of Quantity is interchangeable and minimum rate quoted for the same item under any section will be taken for payment.</p>	<p>It is clarified that the rate of same item quoted under any (more than one) section of Bill of Quantity is interchangeable and minimum rate quoted for the same item under any section will be taken for payment.</p>
22.	<p>Sub-contracting</p> <p>Employing PRW to be left out of the gamut of this clause.</p>	<p>No change in tender conditions.</p>
23.	<p>Approvals</p> <p>The Bidder requests that the Employer takes the responsibility of taking the statutory approvals which are required to be taken before issuing the GFC drawings.</p> <p>The subsequent approvals can be taken by the Contractor. The list of such approvals may please be agreed before submitting our bid.</p>	<p>No change in tender conditions.</p>
24.	<p>Performance & Security Bank Guarantee</p> <p>The bidder requests for the following change in the last line as :</p> <p>"This guarantee..... under the same conditions for the required time on demand by MOH&FW, at the request of the Contractor and at the cost of the Contractor."</p>	<p>No change in tender conditions.</p>
25.	<p>Criteria for evaluation of the performance of Contractor for Pre-eligibility</p> <p>Bidder wants to know whether there is any minimum cutoff marks for each parameters?</p>	<p>The minimum criteria is already given in Vol.I - Form T-8</p>
26.	<p>Scope of Contract Vol. III SCC Clause 4</p> <p>The bidder requests for the proposed size of the site office.</p>	<p>The Site office shall comprise of Engineer's Room, Staff Room, Conference Room with Pantry and Toilet.</p>
27.	<p>Tender Drawing SCC Clause 5a:</p> <p>Bidder will calculate the price for temporary</p>	<p>No change in tender conditions.</p>

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	<p>works, cycle time, etc. based on the tender drawings issued. So we request to delete the following provision :</p> <p>“Contractor’s quoted rate for any item should not be based on any measurement, quantity and specification from these drawings. Any claim raised by the Contractor in this regard shall not be valid in this Contract and shall not be accepted by the Client.</p>	
28	<p>As Made Drawings Vol III SCC Clause 5e Bidder request to delete the requirement of “Polyester tracing film 75 micron thick”</p>	No change in tender conditions.
29.	<p>Disruption of Progress</p> <p>Vol III SCC Clause 6a</p> <ul style="list-style-type: none"> • Bidder request to make it 1 week instead of 4 weeks. <p>Vol III Clause 6b</p> <ul style="list-style-type: none"> • Bidder request to make it 1 week instead of 4 weeks. • The bidder requests to consider that the Contractor shall be compensated for idling of resources due to such delay not attributable to Contractor. 	<p>No change in tender conditions.</p> <p>No change in tender conditions.</p>
30.	<p>Temporary works and arrangements Vol III SCC Clause 6d Bidder requests the employer to arrange for necessary approvals for disposal if hazardous wastes are encountered.</p>	No change in tender conditions.
31.	<p>Sample Room Vol. III SCC Clause 16 b i. The bidder requests to clarify whether the sample room shall be a separate structure or a room of the permanent facility to be used for this purpose.</p>	No change in tender conditions.
32.	<p>Cost of tests Vol III SCC Clause 16bi The bidder requests to modify the clause as: “The Engineer-in-charge shall be entitled to have tests carried out as specified in the Contract for any or materials supplied by the Contractor other than those for which,</p>	No change in tender conditions.

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	as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer-in-Charge, may require for the purpose. If no tests are specified in the Contract, and such tests are required by the Engineer-in-charge the Contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne by the Contractor only if the tests disclose that the said materials are not in accordance with the provisions of the Contract.	

All other terms and conditions of the tender shall remain unchanged.

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Director (PMSSY)
Ministry of Health & Family Welfare, Govt. of India