

M/s HLL Infra Tech Services Ltd. (HITES)
(Subsidiary of HLL Lifecare Ltd, A Government of India
Enterprise) Executing Agency of
Ministry of Health & Family Welfare Government of India

HITES/IDN/GSVMCC-KNP/2017-18/

08.03.2018

AMENDMENT-01

Name of the work: Construction for Upgradation of Ganesh Shankar Vidyarthi Memorial Medical College, Kanpur (U.P.)

Ref: Tender No. HITES/IDN/GSVMCC-KNP/2017-18/

The AMENDMENT-01 shall be treated as part of e-tender to be uploaded online duly signed and stamped along with e-tender:

Important Notes:

1. Registration

- (i) The bidders are advised to register on the portal <https://etender.lifecarehll.com> at the earliest to avoid last minute rush but at least 24 hours prior to the last date and time of submission of bids/uploading of bids.
- (ii) The bidders would be intimated about their successful registration via email which was used at the time of registration.
- (iii) After registration, the bidders would be provided with login id and password. This may take a few hours.
- (iv) The bidders would then be able to login in the e-tender portal.

2. Uploading of Bids

- (i) To participate in the bid, the bidders should first submit the scanned copy of tender fee and EMD/ Bid Security via mail to idnoida@hllhites.com. This activity can be done by a prospective bidder even before registration. However, bidders are advised to send the scanned copy of Tender Fee and EMD/Bid Security latest by 20.03.2018 upto 11:00 hrs in order to upload bids by 20.03.2018 upto 15:00 hrs.

(ii) "Create Response" link will then be enabled by HITES. The registered bidder can then upload the bid.

3. Bidders who are already registered in the portal may not register again and may directly take Step 2 above.

4. Max. size of single file for uploading is 5MB.

5. For uploading tender, Internet explorer 9 & above should be run on compatible mode with full administrator permission. Also please run the SRM pre-installer before starting the e-tender process for smooth running of the portal.

Amendment to existing e-Tender Clause /Provision

Sl. No.	Ref. to tender	Existing Clause/Provision	Amended Clause/Provision
1.	Sl. No. 7, Definitions on Page No. 6 of Volume-I NIB & ITB	“ Contract Price ” shall mean the financial bid of the Successful Tenderer as accepted by the Client.	“ Contract Price / Tendered Value ” shall mean the financial bid of the Successful Tenderer as accepted by the Client.
2.	Clause 1.3.1 (f) on Page No. 9 of Volume-I NIB & ITB	Profit / loss: The Company should have a positive Net Worth and should have incurred loss in not more than Two years in last Five years ending FY 2016-17. This should be duly certified by the Chartered Account.	Profit /loss & Net worth: The Company should have a positive Net Worth and should have incurred loss in not more than Two years in last Five years ending FY 2016-17. This should be duly certified by the Chartered Accountant with FRN No (Net worth = Owners Fund – Miscellaneous assets written off in Balance sheet). Net Worth shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.
3.	Clause 2.3.5 on Page No. 18, 19 & 20 of Volume-I NIB & ITB	As per existing tender clause.	Refer amended Annexure-I Checklist for submission of bid.
4.	Clause 2.3.6 on Page No. 20 of Volume-I NIB & ITB	Contents of Financial Package The financial packagerequired to be executed accordingly. The successful bidder shall submit within 15 days from the date of Letter of Award, the breakup of total quoted	Contents of Financial Package The financial package required to be executed accordingly. The successful bidder shall submit within 15 days from the date of Letter of Award, the breakup (in terms of Base rate + GST) of total quoted amount of each item of Financial Bid.

Sl. No.	Ref. to tender	Existing Clause/Provision	Amended Clause/Provision
		amount of each item of Financial Bid.	
5.	Clause 2.3.13 on Page No. 23 of Volume-I NIB & ITB	<p>Power of Attorney: Bidders shall..... Indian Partnership Act 1932.</p>	<p>Power of Attorney: Bidders shall..... Indian Partnership Act 1932.</p> <p>Add: In case company is registered under Company act 1956 and 2013, POA should be signed by the person authorized by the Board. In the support of this copy of relevant resolution is to be attached.</p>
6.	Clause 4.2 Stage 2 on Page 29 of Volume-I NIB & ITB	As per existing tender clause.	For Clause 1.4, Read Clause 1.3 . Rest no change.
7.	Clause 4.3 Stage 2 on Page 29 of Volume-I NIB & ITB	As per existing tender clause.	For Clause 1.4, Read Clause 1.3 . Rest no change.
8.	Annexure-1 Checklist on Page 31 & 32 of Volume-I NIB & ITB	As per existing Annexure-1.	The amended Annexure-1 Checklist is enclosed at the end of this Amendment-01.
9.	Form for Power of Attorney for Authorized Signatory on Page 44 of Volume-I NIB & ITB	As per existing format.	The amended form for power of attorney for Authorized Signatory is enclosed at the end of this Amendment-01.
10.	Form for Affidavit by the Bidder to the Correctness of the Statements made in the	As per existing format.	The amended form for Affidavit by the Bidder to the Correctness of the Statements made in the Bid is enclosed at the end of this Amendment-01.

Sl. No.	Ref. to tender	Existing Clause/Provision	Amended Clause/Provision
	Bid on Page 45 of Volume-I NIB & ITB		
11.	Form for Financial Information	As per existing format.	The amended form for Financial Information is enclosed at the end of this Amendment-01.
12.	Clause 10B(ii) of Volume-II GCC on Page 34	As per existing tender clause.	<p>After “Provided always that provision of Clause 10 B (ii) shall be applicable only when so provided in ‘Schedule F’”,</p> <p>Add:</p> <p>The maximum number of Bank Guarantees that can be submitted against Mobilization Advance should not exceed six.</p>
13.	Clause 17 of Volume-II GCC on Page 53	<p>CLAUSE 17 CONTRACTORS LIABLE FOR DAMAGES, DEFECTS DURING MAINTENANCE PERIOD</p> <p>If the contractor or his working people or servants shall break, deface, injure or destroy.....</p> <p>.....</p> <p>proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after the issue of the certificate of final completion of work, or till the final bill has been prepared and passed whichever is later.</p>	<p>CLAUSE 17 CONTRACTORS LIABLE FOR DAMAGES, DEFECTS DURING MAINTENANCE PERIOD</p> <p>If the contractor or his working people or servants shall break, deface, injure or destroy.....</p> <p>.....</p> <p>proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) from the date of issue of the certificate of completion of work / Date of issue of Provisional Certificate of Completion for substantial completion, till the final bill has been prepared and passed whichever is later.</p>

Sl. No.	Ref. to tender	Existing Clause/Provision	Amended Clause/Provision
14.	Clause 45 of Vol-II GCC on Page 76	As per existing tender clause.	<p>The existing tender clause be replaced with the following:-</p> <p>CLAUSE 45 RELEASE OF SECURITY DEPOSIT AFTER LABOUR CLEARANCE</p> <p>The contractor shall produce the Labour Clearance Certificate from Labour Officer for release of Security Deposit. As soon as Completion Certificate (or Provisional Completion Certificate in terms of GCC Clause 1(v)) is issued to the contractor by the Engineer-in-charge, the Contractor shall apply for the clearance certificate to the Labour Officer after intimating the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record 3 months after the completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released when due subject to Clause 17 of GCC.</p>
15.	Clause 2 of Schedule 'F' of Volume-II GCC on Page 128	Authority for fixing compensation under Clause 2 is The Senior Vice President, HITES	Authority for fixing compensation under Clause 2 is CEO (HITES)/ The Senior Vice President, HLL Lifecare Ltd.
16.	Clause 5.4 of Schedule 'F' of Volume-II GCC on Page 129	Authority for deciding Extension of Time and rescheduling of Milestones is The Senior Vice President, HITES.	Authority for deciding Extension of Time and rescheduling of Milestones is CEO (HITES)/ The Senior Vice President, HLL Lifecare Ltd.

Sl. No.	Ref. to tender	Existing Clause/Provision	Amended Clause/Provision														
17.	Clause 10CA of Schedule 'F' of Volume-II GCC on Page 130	As per existing tender clause.	Add: Base Price of Structural Steel: Rs. 33,370/- per Tonne														
18.	Clause 36 (i) of Schedule 'F' of Volume-II GCC on Page 132	As per existing tender clause.	<p>Amount in words in the first two rows and fourth row of the table are corrected as under:-</p> <table border="1"> <thead> <tr> <th rowspan="2">Representative</th> <th colspan="2">Not fulfilling provision of Clause 36 (i) (Rs. Per Month)</th> </tr> <tr> <th>Figures</th> <th>Words</th> </tr> </thead> <tbody> <tr> <td>Graduate Engineer (Civil)</td> <td>Rs. 40,000</td> <td>For Rupees Sixty Thousand, Read Rupees Forty Thousand</td> </tr> <tr> <td>Graduate Engineer (Civil/ Elect.)</td> <td>Rs. 30,000</td> <td>For Rupees Forty Thousand, Read Rupees Thirty Thousand</td> </tr> <tr> <td>Graduate Engineer (Civil/ Elect.)</td> <td>Rs. 20,000</td> <td>For Rupees Twenty Five Thousand, Read Rupees Twenty Thousand</td> </tr> </tbody> </table>	Representative	Not fulfilling provision of Clause 36 (i) (Rs. Per Month)		Figures	Words	Graduate Engineer (Civil)	Rs. 40,000	For Rupees Sixty Thousand, Read Rupees Forty Thousand	Graduate Engineer (Civil/ Elect.)	Rs. 30,000	For Rupees Forty Thousand, Read Rupees Thirty Thousand	Graduate Engineer (Civil/ Elect.)	Rs. 20,000	For Rupees Twenty Five Thousand, Read Rupees Twenty Thousand
Representative	Not fulfilling provision of Clause 36 (i) (Rs. Per Month)																
	Figures	Words															
Graduate Engineer (Civil)	Rs. 40,000	For Rupees Sixty Thousand, Read Rupees Forty Thousand															
Graduate Engineer (Civil/ Elect.)	Rs. 30,000	For Rupees Forty Thousand, Read Rupees Thirty Thousand															
Graduate Engineer (Civil/ Elect.)	Rs. 20,000	For Rupees Twenty Five Thousand, Read Rupees Twenty Thousand															
19.	Clause 39 of Schedule 'F' of Volume-II GCC on Page 132	Authority having option of terminating the Contract in event of death of Contractor is The Senior Vice President, HITES.	Authority having option of terminating the Contract in event of death of Contractor is CEO (HITES)/ The Senior Vice President, HLL Lifecare Ltd.														
20.	Clause 21 of Volume-III SCC on Page 21 & 22	As per existing tender clause.	<p>The existing tender clause be replaced with the following:-</p> <p>21. Completion Certificate For the purpose of issuing Provisional Completion</p>														

Sl. No.	Ref. to tender	Existing Clause/Provision	Amended Clause/Provision
			<p>Certificate on substantial completion of the work as provided in Clause 1(v) of GCC, Volume-II, the work shall be deemed to have been substantially completed after fulfillment of all the following by the Contractor:-</p> <ul style="list-style-type: none"> i) Obtaining all required approvals from the statutory authorities as required for occupation and use of the works and handing over such certificates to the Engineer-in-charge. ii) Submitting As-Built Drawings, Catalogues, Brochures, and Data Sheets, manuals in the form as directed by Engineer in Charge. iii) The composite work shall be treated as complete when all the components of the work are complete. The Certificate for Completion of the Composite work shall be recorded by the Engineer-in-charge after obtaining / recording of completion certificate of all the components.
21.	Clause 34 of Volume-III SCC on Page 26 & 27	<p>34. Audit and Technical Examination The last line of the existing clause: All action under this clause shall be initiated and intimated to the contractor within the period of twelve months from the date of final completion.</p>	<p>34. Audit and Technical Examination The last line of the existing clause: All action under this clause shall be initiated and intimated to the contractor within the period of twelve months from the date of substantial completion.</p>

Sl. No.	Ref. to tender	Existing Clause/Provision	Amended Clause/Provision
22.	Clause 49 of Volume-III SCC on Page 39	<p>49. Contract Price and Payments</p> <p>The successful bidder shall submit within 15 days from the date of Letter of Award, the breakup of total quoted amount of each item of Financial Bid.</p>	<p>49. Contract Price and Payments</p> <p>The successful bidder shall submit within 15 days from the date of Letter of Award, the breakup of total quoted amount (in terms of Base rate + GST) of each item of Financial Bid.</p>
23.	Clause 1.3.2, Chapter 15, Technical Specifications –HVAC, Volume IV, Technical Specifications	<p>The total peak air conditioning load works out to 570 TR for all the floors with diversity of 90%. To cater this load, it is proposed to install 3 Nos. Screw type Water-cooled chilling machines (3W plus 1S) each having 190 TR capacity.</p>	<p>The total peak air conditioning load works out to 570 TR for all the floors with diversity of 90%. To cater this load, it is proposed to install 4 Nos. Screw type Water-cooled chilling machines (3W plus 1S) each having 190 TR capacity.</p>

Reply to Bidder's Queries:

Sl. No.	Queries/Requests	Reply/Clarifications
1.	<p>We have executed the following two works with completion certificate enclosed:-</p> <ol style="list-style-type: none"> 1. "Construction of a work consisting of 2 basements +G+9 structure including Civil, Electrical ,Air, Conditioning, PHE, Fire Fighting, Signage, Lifts, water Treatment Plant & Solar Heating System etc. amounting to Rs. 53.13 Crore and current costing Rs. 68.94 Crore." 2. Construction of a work consisting of Basement & G+3 structure including other Ancillary units, sanitary, Fire Fighting, electrical works, external & Internal STP, SS Piping, HVAC & Lifts etc. amounting to Rs. 117.82 Crore and current Costing Rs. 145.82 Crore." <p>We feel that we are eligible for bidding the tender. We need your kind opinion in this regard</p>	<p>The eligibility criteria is self-explanatory and well defined. Terms and conditions of tender prevail.</p>
2.	<p>We have executed a project with cellar + five floors. So request you to kindly consider this as our eligibility and amend this clause as "Similar Works" shall mean work of a project comprising Construction of any multi-storeyed RCC framed structure having minimum five storeys above ground level.</p>	<p>The eligibility criteria is self-explanatory and well defined. Terms and conditions of tender prevail.</p>
3.	<p>Mobilization Advance</p> <ol style="list-style-type: none"> a) For mobilizing the project and to avoid unnecessary loading of interest charges for finance and also as per standard practice of any government sector we request you to provide 10% interest free mobilization advance and release along with LOI and balance 5% shall be paid after mobilization of plant equipment. b) Deduction shall be starting from 3rd RA Bill in equal installment on pro rate basis until such time that advance payment shall be fully recovered upto 80% of the progress of work attained. 	<p>The criteria is as per laid down norms and guidelines. Terms and conditions of tender prevail.</p>
4.	<p>Retention Money (Security Deposit) 50% of retention shall be released after three months of project completion. And remaining amount shall be released after one year of when the defect liability period has passed, whichever is later. It is not cleared that since 50% retention money shall be released after 01 year of project completion or after 02 years of defect liability.</p>	<p>The criteria is as per laid down norms and guidelines. Terms and conditions of tender prevail.</p>

Sl. No.	Queries/Requests	Reply/Clarifications
	Please confirm. We propose that since 5% of contract value shall be retained as performance guarantee till completion of defect liability period, the whole retention money may please be released after completion of the project only.	
5.	<p>Performance Security</p> <p>The Performance Security (including additional security for unbalance bids) shall be provided. The original performance security equivalent to 5% of the contract value shall be valid until a date three years and 28 days from the stipulated date of completion. Please clarify the additional security for unbalance bids. Since defect liability period is two years we request you to change the validity of PBG from three years to two years.</p>	The criteria is as per laid down norms and guidelines. Terms and conditions of tender prevail.
6.	<p>List of ap. Makes Vol-IV Tech. Specifications Sr.No.19 Centrifugally pipes & fittings: Kindly add some other brands as BIC does not manufacture Hubless pipes as per IS: 15905. "SKF" is manufacturing hubless pipe and fittings so we request you to add SKF as it will be our second option apart from Neco.</p>	Terms and conditions of tender prevail.
7.	<p>It is mentioned that "Similar Works" shall mean work of a Project comprising construction of any multistoried RCC framed structure having more than five storeys above ground level. As per CPWD guidelines, the number of storeys for the purpose of definition of similar work may be taken minimum five storeys building for five to ten storeys buildings. Further, contractors who have constructed buildings above 15metres height can easily construct five or more storeyed building. Other reputed organizations allow contractors with either number of storey or height of building. Relevant extracts enclosed. Kindly modify the PQ Criteria accordingly.</p>	Terms and conditions of tender prevail.

Vice President (ID), HITES

END OF AMENDMENT-01

Annexure -1 Checklist**CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID****TECHNICAL PACKAGE-I – Hardcopy and Online**

Sl. No.	Name of Document	Mode of submission
1.	Non-refundable Demand Draft of Rs.28,000/- (Rs. Twenty Eight Thousand only) inclusive of GST as e-tender Fee / Processing Fee, in favour of “HLL Infra Tech Services Limited” payable at Noida /Delhi	In Original in Envelope No. 1 & submit Scanned Copy Online
2.	Bid Security / EMD in favour of “HLL Infra Tech Services Limited” payable at Noida / Delhi	
3.	Form of Bid and Appendix to the Form of Bid, duly signed and filled.	In Original in Envelope No. 2 & submit Scanned Copy Online
4.	Power of Attorney in favour of person signing the Bid on a Non-judicial stamp paper of appropriate value.	
5.	Affidavit by the Bidder to the correctness of the statements made in the Bid on a Non-judicial stamp paper of appropriate value.	
6.	Affidavit for having executed eligible similar works directly and not through another contractor on back to back basis, as per format enclosed, on a Non-judicial stamp paper of appropriate value	
7.	Solvency Certificate as per format enclosed.	
8.	GST Registration/ In case the firm is not registered at the time of submission of bid, they will submit an undertaking that they will get themselves registered with the concerned authorities in case they are awarded the work.	
9.	Undertaking indemnifying HITES/MoHFW against all penal/legal/criminal action as per format enclosed.	

TECHNICAL PACKAGE-II – Online only

Sl. No.	Name of Document	Mode of submission
1.	Scanned copies of all documents in Technical Package I	Online only
2.	Undertaking to engage specialized agencies after approval of HITES as per format enclosed.	
3.	Financial Information – Annual Audited Financial Statement for the last five years as per format enclosed.	
4.	List of all works of similar nature successfully completed during the last seven years as per format enclosed.	

5.	Performance Report of Works as per format enclosed.	Online only
6.	Structure and Organization as per format enclosed.	
7.	PAN Number and EPF Registration/ In case the firm is not registered at the time of submission of bid, they will submit an undertaking that they will get themselves registered with the concerned authorities in case they are awarded the work.	
8.	Integrity Pact and Agreement duly signed by the person authorized to sign the bid on behalf of the bidder. (as per Performa given in GCC, Vol-II)	
9.	All pages of the entire Corrigenda/ addenda (if any)/ pre bid clarifications (if any) signed by the authorized person of the bidder/bidder	
10.	All TDS Certificates of Private Sector Projects for the works executed in India.	
11.	Any other document, if it becomes necessary as per the bid document	

FINANCIAL PACKAGE: Online

Sl. No.	Name of Document	Mode of submission
1.	Digitally signed bid / Price Bid (Bill of Quantities – Volume-V)	Online only

Notes:

1. All Forms are provided at the end of Volume-I
2. All documents shall be uploaded in PDF format only.

FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

(On a duly notarized non judicial stamp paper of appropriate value)

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

Know all men by these presents, we (Name of the Tenderer and address of their registered office) do hereby constitute, appoint and authorize Mr / Ms.....(name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Project and submission of all documents and providing information / responses to ____ ____, representing us in all matters before ____ ____, and generally dealing with ____ ____ in all matters in connection with our proposal for the said Project. His/ Her three specimen signatures are as given below:

.....

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

In witness whereof Mr / Ms of the company / firm/Proprietorships acting for and on behalf of company/ firm/Proprietorships has signed this power of attorney at..... on this 2018.

Signed by Director/ Head/ Proprietor of the Firm

AFFIDAVIT

AFFIDAVIT BY THE BIDDER TO THE CORRECTNESS OF THE STATEMENTS MADE IN THE BID
(On a Non-judicial stamp paper of appropriate value)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that our firm M/s _____ have neither abandoned any contract awarded to us nor such works have been rescinded, during the last five years prior to the date of this application.
3. The undersigned also hereby confirmed M/s _____ have not been blacklisted/debarred/penalized by any government agency or public sector undertaking or autonomous bodies judicial authority/arbitration body.
4. The undersigned hereby authorize (s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Client.
6. The undersigned undertake that 'I/We have not altered/ modified the financial bid attached in the HLL e-tender portal. If it is found during the tender stage or later that the BOQ is modified by us, the client/ HITES shall have the right to reject our bid'.

Signed by an Authorized Officer of the Firm

FINANCIAL INFORMATION

1. **Financial Analysis-** -Details to be furnished duly supported by figures audited stand alone in balance sheet, statement of Profit & Loss account along with notes to accounts for the last five years duly certified by the Chartered Accountant mentioning the FRN number issued by ICAI along with the full address.

- i) **Gross Annual Turnover on construction works** for last three years ending 31.03.2017

Financial Year	Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet
2014-15	Rs.
2015-16	Rs.
2016-17	Rs.
Average Annual Turnover over the past three years	Rs.

- ii) **Balance Sheet & Statement of Profit & Loss** for last five consecutive financial years ending 31.03.2017

Financial Information in Rs. Equivalent	For year 2012-13	For year 2013-14	For year 2014-15	For year 2015-16	For year 2016-17
1. Total Assets					
2. Current Assets					
3. Total Liabilities					
4. Current Liabilities					
5. Profit before Tax					
6. Profit after Tax					
7. Net Worth					
8. Bank solvency amount as mentioned in the bank solvency certificate					

Note: 1. In case of bidders with Foreign Origin (Outside India), the financial years shall be as applicable for the respective countries i.e. 2012, 2013, 2014, 2015 and 2016.

2. Net Worth shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

Signature of Chartered
Accountant with Seal
FRN Number

Signature of Bidder