



**DEMOLITION, LAND DEVELOPMENT, RETAINING WALL & BOUNDARY WALL
REPAIR WORKS (PACKAGE-I) AT GORAKHPUR, U.P.**



NIT NO. : PNPM/5001/E/102

AMENDMENT-2, DATED: 05.08.2017

SL. NO.	REFERENCE OF BIDDING DOCUMENT				AMENDED CLAUSE
	PART/SEC.	PAGE NO.	CLAUSE NO.	EXISTING CLAUSE	
1.	Section-A, ITB	06 of 27	8.0	Bidder shall submit bid subject to meeting the Pre-qualification Criteria as stated here. Evaluation of Technical and Commercial offers shall be carried out for only those Bidders who shall meet the Pre-qualification Criteria.	Evaluation of Technical and Commercial offers shall be carried out for only those Bidders who shall meet the Pre-qualification Criteria.
2.	Section-A, ITB	06 of 27	8.1.1	BIDDER must have satisfactorily completed the similar works listed below during last 07 (Seven) years ending last day of the month previous to the one on which applications are invited. As a documentary proof, the bidder shall submit self attested photo copies of the following documents- i. Copy of Work Orders with full technical details including Detailed Scope of the Work and Completion Period. ii. Completion Certificate from End User/OWNER regarding satisfactory completion indicating the period of completion.	BIDDER must have satisfactorily completed the similar works listed below during last 07 (Seven) years ending last day of the month previous to the one on which applications are invited. As a documentary proof, the bidder shall submit attested photo copies of the following documents- i. Copy of Work Orders with full technical details including Detailed Scope of the Work and Completion Period. ii. Completion Certificate from End User/OWNER regarding satisfactory completion indicating the period of completion.



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3.	Section-A, ITB	07 of 27	8.3	<p>Authentication of all documents submitted against PQC</p> <p>All documents in support of Technical criteria of PQC to be furnished by the bidders shall necessarily be:</p> <p>Duly certified / attested by Chartered Engineer and notary public with legible stamp</p> <p>In support of Financial criteria of PQC, bidder is required to submit following</p> <p>Shall submit "Details of Financial capability of Bidder" in prescribed format, duly signed & stamped by a chartered accountant.</p> <p>Further, a copy of Audited Annual Financial Statements submitted in bid shall be duly certified / attested by notary public with legible stamp</p> <p>Note : The Authentication of PQC Documents of the Bidders Qualified after Techno-commercial (unpriced) Evaluation shall be checked through Original documents.</p>	<p>Authentication of all documents submitted against PQC</p> <p>All documents in support of Technical criteria of PQC to be furnished by the bidders shall necessarily be: The Clause is modifies as :</p> <p>Duly certified / attested by Chartered Engineer / Notary Public with legible stamp</p> <p>In support of Financial criteria of PQC, bidder is required to submit following</p> <p>Shall submit "Details of Financial capability of Bidder" in prescribed format, duly signed & stamped by a chartered accountant.</p> <p>Further, a copy of Audited Annual Financial Statements submitted in bid shall be duly certified / attested by Notary Public with legible stamp</p> <p>Note : The Authentication of PQC Documents of the Bidders Qualified after Techno-commercial (unpriced) Evaluation shall be checked through Original documents.</p>
4.	Section-A, ITB	07 of 27	8.3	Not Applicable	<p>New Format Added</p> <p>Bidders are requested to submit "Details of Financial Capability of Bidder" in prescribed format attached as Annexure-1.20.</p>



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5.	Section-A, ITB	12 of 27	19.3	The payment towards all Indian Taxes and duties will be made by OWNER in Indian rupees at actual limited to the amount indicated in their bid except for statutory variation which shall be governed by clause no 39.1 of Special Conditions of Contract.	Deleted
6.	Section-A, ITB	19 of 27	21.5.2	<p>Priced Bid shall be submitted duly signed and stamped on each page. This part shall not contain any condition whatsoever failing which the Bids shall be liable to be rejected. In case of any correction, the bidder shall put its signature and its stamp. Eraser fluid will not be allowed for making any correction.</p> <p>If the bidder has indicated "Not Applicable / Not Quoted" in the price bid, their bid will liable to be rejected and will not considered for price evaluation. However, if the bidder has indicated "Nil / Blank", it will be consider as "Zero".</p>	<p>Priced Bid shall be submitted duly signed and stamped on each page. This part shall not contain any condition whatsoever failing which the Bids shall be liable to be rejected. In case of any correction, the bidder shall put its signature and its stamp. Eraser fluid will not be allowed for making any correction.</p> <p>If the bidder has indicated "Not Applicable/Not Quoted" in the price bid, their bid will liable to be rejected and will not considered for price evaluation. However, if the bidder has indicated "Nil / Blank", it will be consider as "Nil Percentage" and the Estimated Amount will be considered for evaluation and award, in case the bidder becomes successful.</p>
7.	Section-A, ITB	23 of 27	29.2.1	TOTAL EVALUATED PRICE : TOTAL EVALUATED PRICE shall be derived after Multiplying the Quoted Percentage (\pm) indicated by the bidder by Estimated Amount inclusive of all Taxes and Duties plus GST, as applicable for this job.	TOTAL EVALUATED PRICE : TOTAL EVALUATED PRICE shall be derived after Multiplying a Factor (i.e. $1 \pm$ Quoted Percentage Rate indicated by the bidder for the items/100) by Estimated Amount plus GST amount to be derived considering GST rate, as indicated by the bidder. The total payment towards GST to be made by the owner under the contract shall be limited to the amount to be derived by considering the GST rate indicated by the bidder in their bid.



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8.	Section-A, ITB	23 of 27	29.2.2	In any case, two or more bidders have quoted the same percentage and are Lowest, in that case Revised Percentage (which should be lower than Original Quoted Percentage) will be sought from those bidders and Re-evaluation will be carried out for selection of Lowest (L-1) Bidder.	If two or more bidders emerge as the Lowest evaluated bidders after evaluation, in such an event, Revised Percentage (which should be lower than Original Quoted Percentage) will be sought from those bidders and Re-evaluation will be carried out for selection of Lowest (L-1) Bidder.
9.	Section-A, ITB	24 of 27	33.2	After selection, Letter of Awards ("LOAs") as per mode of contracting shall be released by the OWNER to the selected Bidder.	After selection, Letter of Intent ("LOI") as per mode of contracting shall be released by the OWNER to the selected Bidder. The selected bidder will return the duplicate copy duly signed & stamped as token of acceptance within 15 days. Further to the above, Letter of Award (LOA) shall be read as Letter of Intent (LOI) wherever appearing in the bidding document.
10.	Section-A, ITB	25 of 27	36.1	As a Contract Security, a successful Bidder, to whom the work is awarded, shall be required to furnish a Security cum Performance Bank Guarantee in the form attached as Annexure-1.12 within thirty (30) days of issuance of LOA. The This Bank Guarantee shall be an irrevocable Bank Guarantee, issued by any scheduled nationalized bank on a non judicial stamp paper of appropriate value. The Bank Guarantee amount shall be equal to ten per cent (10%) of the TOTAL CONTRACT PRICE and it shall guarantee the faithful performance of the CONTRACT in accordance with the terms and conditions specified in these documents and specifications. The Performance Bank Guarantee shall be valid for a period till Project Completion Date / Preliminary Acceptance of Work by Owner plus Defect Liability period of 12 months plus a claim period of 06 months. In case of	As a Contract Security, a successful Bidder, to whom the work is awarded, shall be required to furnish a Security cum Performance Bank Guarantee in the form attached as Annexure-1.12 within thirty (30) days of issuance of LOI. The This Bank Guarantee shall be an irrevocable Bank Guarantee, issued by any scheduled nationalized bank on a non judicial stamp paper of appropriate value. The Bank Guarantee (BG) amount shall be equal to ten per cent (10%) of the TOTAL CONTRACT PRICE and it shall guarantee the faithful performance of the CONTRACT in accordance with the terms and conditions specified in these documents and specifications. The Performance Bank Guarantee shall be valid for a period till Project Completion Date / Preliminary Acceptance of Work by Owner plus Defect Liability period of 12 months plus a



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				breach of contract the guarantee amount shall be payable to the Owner without any conditions whatsoever.	claim period of 06 months. In case of breach of contract, BG shall be encashed by the OWNER.
11.	Section-A, SCC	03 of 15	1.6	Without prejudice to stipulation in General Conditions of Contract, the Bidder should quote firm prices inclusive of all taxes, duties and other levies on which no variation will be allowed. The prices shall also be inclusive of Sales Tax on works contract as applicable in the State of Uttar Pradesh.	Without prejudice to stipulation in General Conditions of Contract, the Bidder should quote firm prices inclusive of all taxes & duties (except GST) and other levies on which no variation will be allowed. Further any statutory variations in respect of other taxes & duties, if any, shall be governed by Clause 39.0 of the SCC.
12.	Section-A, SCC	04 of 15	5.0	The Percentage Rates quoted by the Contractor shall be inclusive of all labour, materials, tools and tackles necessary for executing the work and all other miscellaneous expenditure for/or incidental tools in connection with the execution of the contract including but not limited to all taxes & duties, custom duty, personnel and corporate tax etc. except GST. GST which will be paid extra as actual. In respect of the contract, the rates shall be firm irrespective of any variation in the prevailing rate of Taxes, Duties, etc. and any fresh imposition of any of these by State/Central/Statutory bodies. Payment of taxes etc., is the responsibility of the Contractor and shall not be payable by HURL. The Contractor shall indemnify HURL against levy of any taxes, duties, etc., in regard to the contract and in the event of HURL being assessed for any of the said imports, the HURL shall have the right to recover the total amount so assessed from the Contractor's dues and the Contractor shall also be responsible for all costs or expenses that may be incurred by HURL in connection with any proceeding or Litigation in respect of the same.	The Percentage Rates quoted by the Contractor shall be inclusive of all labour, materials, tools and tackles necessary for executing the work and all other miscellaneous expenditure for/or incidental tools in connection with the execution of the contract including but not limited to all taxes & duties, custom duty, personnel and corporate tax etc. except GST. GST which will be paid extra as actual by the owner limited to the amount derived by the rate quoted by the bidder. Further any statutory variations in respect of other taxes & duties, if any, shall be governed by Clause 39.0 of the SCC. Payment of taxes etc., is the responsibility of the Contractor and shall not be payable by HURL. The Contractor shall indemnify HURL against levy of any taxes, duties, etc., in regard to the contract and in the event of HURL being assessed for any of the said imports, the HURL shall have the right to recover the



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				The Percentage Rates quoted shall be treated to remain firm throughout the pendency of the contract including any extension period that may be granted and shall not be subject to any sort of escalation even if such any escalation is due to any enactment made by either the State Government or the Central Government for either labour and/or the materials and/or PDIL. HURL shall not allow even a minor revision in Quoted Percentage Rates during the pendency of the contract under any circumstances whatsoever.	total amount so assessed from the Contractor's dues and the Contractor shall also be responsible for all costs or expenses that may be incurred by HURL in connection with any proceeding or Litigation in respect of the same.
13.	Section-A, Commercial Questionnaire	03 of 04	19.0	Please confirm that all safety rules & regulations as mentioned in Bidding Document or notified at later date by OWNER during execution shall be adhered by CONTRACTOR within Lump sum Price.	Please confirm that all safety rules & regulations as mentioned in Bidding Document or notified at later date by OWNER during execution shall be adhered by CONTRACTOR.
14.	Section-B, Schedule of Rates	14 of 14		Summary of Schedule of Rates, Rev.0.	Summary of Schedule of Rates (Rev.01) is enclosed.

Encl.: 1.) Format for Financial Capability of Bidder (Annexure-1.20)
2.) Summary of Schedule of Rates (Rev.01)

**PROJECT MANAGER
PDIL, NOIDA**

**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR
FINANCIAL CAPABILITY OF THE BIDDER**

We have verified the Annual Accounts and other relevant records of M/s..... (Name of the bidder) and certify the following

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (INR)
Year 1: 2015-16	
Year 2: 2014-15	
Year 3: 2013-14	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :

Description	FY Closing as on 31.03.2016
	Amount (INR)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	
4. Net Worth (Paid up share capital and Free Reserves & Surplus)	

Name of Audit Firm: [Signature of Chartered Accountant]
Chartered Accountant Name:
Date: Designation:
Seal:
Membership no.

Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non responsive.
3. For the purpose of this Tender document, (i) Annual Turnover shall be "Sale value/ Operating Income" (ii) Working Capital shall be "Current Assets less Current liabilities" and (iii) Net Worth shall be "Paid up share capital and Free Reserves & Surplus"
4. This certificate is to be submitted on the letter head of Chartered Accountant.

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SUBJECT : DEMOLITION, LAND DEVELOPMENT, RETAINING WALL & BOUNDARY WALL REPAIR WORKS (PACKAGE-I) AT GORAKHPUR, U.P.

SUMMARY OF SCHEDULE OF RATES			
S.NO.	ITEM DESCRIPTION	UNIT	ESTIMATED AMOUNT
1.	PART A - DEMOLITION WORKS	INR	2.83 Crore
2.	PART B - LAND DEVELOPMENT & RETAINING WALL	INR	27.20 Crore
3.	PART C - REPAIR OF BOUNDARY WALL	INR	0.20 Crore
4.	BIDDER TO QUOTE IN PERCENTAGE ABOVE OR BELOW APPLICABLE FOR PART-A, B & C.	In %	Above : <input type="text"/> % OR Below : <input type="text"/> % (in words) : Above _____% or Below _____% Note : The Percentage indicated above shall be applicable for all the three parts i.e. A, B & C.
5.	PART D - MISCELLANEOUS WORKS : THE PERCENTAGE ABOVE OR BELOW DELHI'S CPWD SCHEDULE OF RATES 2016 FOR MISCELLANEOUS WORKS NOT ENVISAGED IN S.O.R. IN PART 'A', 'B' & 'C' ABOVE, BUT MAY BE REQUIRED TO BE EXECUTED TO COMPLETE THE WORK IN SCOPE (ESTMATED VALUE Rs. 1.00 Crore). BIDDER TO QUOTE IN PERCENTAGE ABOVE OR BELOW APPLICABLE FOR PART-D.	In %	Above CPWD Rates : <input type="text"/> % OR Below CPWD Rates : <input type="text"/> % (in words) : Above _____% or Below _____%
6.	GST EXTRA AS APPLICABLE (BIDDER TO INDICATE % ONLY)	In %	

NOTE :

- The Evaluation shall be done on Overall Lowest basis, considering the Rates quoted above on the Estimated Amount for Part-A, B, C & D plus GST rate quoted above at S.No. 6.
- Bidder to indicate Percentage (above or below) for all the four parts i.e. A, B, C & D. If the bidder has indicated "Not Applicable/Not Quoted" in the price bid, their bid will liable to be rejected and will not considered for price evaluation. However, if the bidder has indicated "Nil / Blank", it will be consider as "Nil Percentage" and the Estimated Amount will be considered for evaluation and award in case the bidder becomes successful. Further, if the bidder does not indicate the GST rate or stated Nil / Blank / Not Applicable / NA, GST rate/amount is deemed to have been included in the rates/amount at S.No.1, 2, 3, 4 & 5 above and no payment towards GST shall be made by the Owner.
- Bidder to quote the Percentage (Above or Below) within 2 Decimal places. Digits beyond 2 decimal places will be ignored.
- If, two or more bidders emerge as the Lowest evaluated bidders after evaluation, in such an event, Revised Percentage (which should be lower than Original Quoted Percentage) will be sought from those bidders and Re-evaluation will be carried out for selection of Lowest (L-1) Bidder.

NAME : _____
SIGNATURE OF TENDERER : _____
PLACE / DATE : _____

	SCHEDULE OF RATES OF DEMOLITION, LAND DEVELOPMENT & BOUNDARY WALL REPAIR WORKS FOR HURL'S PROPOSED FERTILIZER PLANT AT GORAKHPUR	0000-PNCV-SOR-DE-0201	1	05.08.17	05.08.17	SAIMA	RNS	UPT	Page 14 of 14	
		DOCUMENT NO	REV	REV DT	EFF DT	PREPD	REVWD	APPD	SHEET NO	