

ADDENDUM NO.1 DATED 19-09-2009 TO TENDER NOTICE NO. 17/GHMC/ENC/TA-III/K2/2009, dt19.08.2009

Name of Work : Investigation, surveying, detailed Drawings, Designs & Construction of Modern Slaughter House of capacity 400 sheep along with Effluent Treatment Plant (ETP) of capacity 41KLD including Civil, Mechanical & Electrical Items, Supply, Transportation, Erection, Commissioning and trial run of the plant for 3 Months etc., complete at Gowlipura.

Sl.No.	Clause	Reference Item	Page No.	Existing	Read As
1	Section-I (6 a ii)	The envelope marked Technical Bid' shall contain the following	18	Documents listed to be furnished in Volume 5 in a separate sealed envelope including any related Addenda.	Documents listed to be furnished in Section XII in a separate sealed envelope including any related Addenda.
	Section-I (6)	Procedure for Bid submission	18	6 (d) Not Existing	6(d) A box will be provided in the O/o Engineer-in-Chief, GHMC, V th Floor, CC Complex, Tankbund Road, Hyderabad to drop the sealed bids on or before 3.30 P.M. dated 29-09-2009.
2	Section-II (b)	To be qualified for award of contract, bidders shall	26	have adequate experience, financial capacity, adequate bid capacity and technical capacity to undertake the contract, which is indicated in Sub-Clause 5.1 (ii) below. The bidders shall submit the above information in the forms given in Section XII of Volume 4 and information indicated in bid data Section VIII of Volume 3.	have adequate experience, financial capacity, adequate bid capacity and technical capacity to undertake the contract, which is indicated in Sub-Clause 5.1 (ii) below. The bidders shall submit the above information in the forms given in Section XII and information indicated in Section VIII.
3	Section-II (9.2)	To be qualified for award of contract, bidders shall	27	One original bid document including all the five volumes duly signed are to be submitted	Original bid document duly signed is to be submitted
4	Section-II (14.4)	Bid Prices	29	The bidder shall quote his offer on form of tender Volume III as Lump sum at appropriate place of the tender document to be submitted as per procedure set in Tender Conditions. The Bidder shall quote further breakdown of Lump sum costs in Annexure – I, Volume III. The bidder shall also quote unit prices in Annexure II, Volume – III. Negotiations are not permitted at any stage in respect of price bid. The additions & deductions will be worked out based on the Annexure – II.	The bidder shall quote his offer on format of Financial Bid in Section XI as Lump sum at appropriate place of the tender document to be submitted as per procedure set in Tender Conditions at NIT under Section-I . The bidder shall quote billing schedule for interim payments in Annexure –FI, in Section XI. Negotiations are not permitted at any stage in respect of price bid.

5	Section-II (17.2 c)	Earnest money deposit, its forfeiture and penal action	30	Irrevocable and Unconditional Bank Guarantee shall be from any Nationalized Bank including reputed and acceptable schedule bank and valid up to 6 months from the date of NIT . The Bank Guarantee shall be in favour of Commissioner, Greater Hyderabad Municipal Corporation, Hyderabad in the format prescribed in Volume 5 of the Bidding Documents.	Irrevocable and Unconditional Bank Guarantee shall be from any Nationalized Bank including reputed and acceptable schedule bank and valid up to 6 months from the date of NIT . The Bank Guarantee shall be in favour of Commissioner, Greater Hyderabad Municipal Corporation, Hyderabad in the format prescribed in Section XII of the Bidding Documents.
6	Section-II (20.1)	Format and Signing of Bid	32	The bidder shall prepare documents comprising the bid as described in Tender Conditions of these Instructions To Bidders (ITB) bound with the Volumes containing the Form of Bid and clearly marked "ORIGINAL". In the event of discrepancy between them the "ORIGINAL" shall prevail.	The bidder shall prepare documents comprising the bid as described in Tender Conditions at NIT under Section-I of these Instructions To Bidders (ITB) bound with all the Sections containing the Format of Financial Bid and clearly marked "ORIGINAL". In the event of discrepancy between them the "ORIGINAL" shall prevail.
7	Section-II (21.1)	Submission of bids	33-35	21. Sealing and Marking of Bids 22. Deadline for submission of Bids 23. Late Bids 24. Modification, Substitution & Withdrawal	Deleted Deleted Deleted Deleted
8	Section-II (35)	Performance Security	40	Within 28 (twenty eight) days after the date of receipt of the Letter of Acceptance from the Employer, the successful bidder shall furnish to the Employer a performance security in the form of a Bank Guarantee in an amount equivalent to 2.5% of the Contract Price on a proforma as provided in Volume 4 of the Bidding Documents subject to provision of Tender Conditions hereof. The period of validity for the performance security shall be up to the end of the Defect liability period of 24 Months after the completion of work.	Within 28 (twenty eight) days after the date of receipt of the Letter of Acceptance from the Employer, the successful bidder shall furnish to the Employer a performance security in the form of a Bank Guarantee in an amount equivalent to 2.5% of the Contract Price on a proforma as provided in Section XII of the Bidding Documents subject to provision of Tender Conditions at NIT under Section-I hereof. The period of validity for the performance security shall be up to the end of the Defect liability period of 24 Months after the completion of work.

9	Section III (3.0)	To be submitted along with the Hard copies of work done certificates	44	I/WE have also quoted the bid in Schedule 'A' Part-F Volume. I, annexed (in words and figures) for which I/We agree to execute the work at the quoted lump sum payment under the terms of the contract.	I/WE have also quoted Financial Bid in Section XI annexed (in words and figures) for which I/We agree to execute the work at the quoted lump sum payment under the terms of the contract.
10	Section III (3.0)	To be submitted along with the Hard copies of work done certificates	44	I/WE have quoted the price bid in Schedule 'A' Part-F Volume. I both in words & figures. In case of any discrepancy between the bid price quoted in words and figures, the bid price quoted in words only shall prevail.	I/WE have quoted the Financial Bid in Section XI both in words & figures. In case of any discrepancy between the bid price quoted in words and figures, the bid price quoted in words only shall prevail.
11	Section - IV (34.1)	Lump Sum Price	62	The Contractor is paid for the quantity of the work done on prorata basis against each item as per Annexure-I, volume-III.	The Contractor is paid for the quantity of the work done as per billing schedule for interim payments against each item as per Annexure-FI (Billing schedule for interim payments) , Section XI.
12	Section-IV (34.2)	Lump Sum Price	62	In an unlikely event, should the exigencies of work so demand that any major modifications are found essential in any component of the works, the payment for the corresponding variations shall be regulated as per Annexure II & III of Volume III. The variations, not covered by Annexure II&III, rates of SSR 2006-2007 will be applied.	In an unlikely event, should the exigencies of work so demand that any major modifications are found essential in any component of the works, the payment for the corresponding variations shall be regulated as per SSR 2009-2010.
13	Section-V (4.01)	General & Approach to Work Site	114	The general site particulars are shown in the Drawings enclosed in the Volume – IV Tender Document. The scope of topographic survey for the contractor consist of establishing bench mark stations, carrying out traverses, topographic survey for provision of Elevated Approaches, development of surface level roads, design of drainage system for the surface	The general site particulars are shown in the Drawings enclosed in the Section XII of Tender Document. The scope of topographic survey for the contractor consist of establishing bench mark stations, carrying out traverses, topographic survey for provision of Elevated Approaches, development of surface level roads, design of drainage system for the surface level roads and integration of the drainage system to the natural outfall along with all the connected works

				level roads and integration of the drainage system to the natural outfall along with all the connected works	
14	Section-V (8.8)	Appurtenant Works	158	All the valves should be checked before fixing in position to verify whether they are closing and opening freely or not. Masonry pits for enclosing the sluice valves, scour valves and double air valves are to constructed after fixing the valves in position at the locations shown in the drawings contained in Volume-IV of bid documents. The earth work excavation, laying of plain cement concrete, construction of brick masonry and plastering, laying R.C.C. cover slabs shall conform to the relevant specifications contained in this volume. Fixing of valves and the specials shall conform to I.S. 3114 of 1965 and as specified in the drawings appended. The pits should be cleaned and surrounding leveled with excavated earth and the bid price shall include cost of all these operations	All the valves should be checked before fixing in position to verify whether they are closing and opening freely or not. Masonry pits for enclosing the sluice valves, scour valves and double air valves are to constructed after fixing the valves in position at the locations shown in the drawings contained in Section XII of bid documents. The earth work excavation, laying of plain cement concrete, construction of brick masonry and plastering, laying R.C.C. cover slabs shall conform to the relevant specifications contained in this Section. Fixing of valves and the specials shall conform to I.S. 3114 of 1965 and as specified in the drawings appended. The pits should be cleaned and surrounding leveled with excavated earth and the bid price shall include cost of all these operations
15	Section XI	Financial Bid	209	<p style="text-align: center;">Financial Bid Section – XI</p> <ol style="list-style-type: none"> 1. Form of Tender 2. Billing Schedule for Interim Payments 3. Price Bid. 	<p style="text-align: center;">Section – XI</p> <ol style="list-style-type: none"> 1. Format of Financial Bid 2. Billing Schedule for Interim Payments
16	Section XI	Format of Financial Bid.	210	<p style="text-align: center;">FORM OF TENDER</p> <p>We acknowledge that the Volume I, Volume II and Volume III form part of Tender.</p>	<p style="text-align: center;">FORMAT OF FINANCIAL BID</p> <p>We acknowledge that all the Sections (from Section I to Section XII) form part of Tender.</p>
17	Section XII	Billing schedule for interim payments	212	Annexure-II	Deleted
	Section XI	Section XII	217	i. Model Forms	Section 12

				ii. Drawings	(i) Model Forms (ii) Drawings
19	Section XII	Section XII	230-235	i. Proforma for Bank Guarantees for EMD, Proforma for Bank Guarantees for Balance EMD ii. Proforma for Bank Guarantees for Additional further Security iii. Proforma for Bank Guarantees for Mobilization Advance iv. Proforma for Bank Guarantees for Performance Security Deposit.	i. New Proforma for Bank Guarantees for EMD is annexed along with this addenda. ii. New Proforma for Bank Guarantees for Balance EMD is annexed along with this addenda. iii. New Proforma for Bank Guarantees for Additional further Security is annexed along with this addenda. iv. New Proforma for Bank Guarantees for Mobilization Advance is annexed along with this addenda. v. New Proforma for Bank Guarantees for Performance Security Deposit is annexed along with this addenda.
20	Section XII	Section XII	237	Check slip	New check slip is Annexed along with this addenda

**Sd/-
Engineer-in-Chief
GHMC**

PROFORMS FOR BANK GUARANTEES AND CHECKSLIPS ARE HEREWITH ANNEXED

PROFORMA
BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

In accordance with the provisions and conditions of Bid Notice for the work of “_____”, Sri. _____ (name & Address of the Contractor) shall deposit with the Engineer-In-Chief, GHMC, Hyderabad, (a bank guarantee to guarantee his proper and faithful Performance under the said contract an amount of (Amount of Guarantee) (in words)_____

We, the _____ (Bank or Financial Institution) as requested by the contractor, agree unconditionally and irrevocably to guarantee as primary obligatory and as surety merely, the payment to the Engineer-In-Chief, GHMC, Hyderabad, on his demand without what so ever right of objection on our part and without his first claim to the Executive Engineer, Division, for recovery of the whole or part of the E.M.D from the contractor under the contract.

We further agree to change add to or other modifications of the forms of the contract or of works to be performed there under or of any of the contract document which may be made between the Engineer-In-Chief, GHMC, Hyderabad, and the contractor shall in any way release us from any liability under this guarantee and we here by waive notice of any such change, addition or modification.

THE CONDITIONS of this obligation are:-

If after Bid opening the Bidder withdraws or modifies his Bid during the period of bid validity specified in the Form of Bid.

If the Bidder having been notified of the acceptance of his bid by the Department during the period of validity.

Fails or refuses to execute the Form of Contract in accordance with the Instructions to Bidders, if required; or fails or refuses to furnish the balance EMD and additional performance Security in accordance with the instructions of Bidders.

We undertake to pay to the Department up to the above amount upon receipt of his first written demand, without the Department having to substantiate his demand, provided that in his demand the Department will note the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date** after the dead line for submission of Tenders as such deadline is stated in the Instructions to Tenders or as it may be extended by the Department, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Yours truly,

Signature & Seal
(Name of the Bank)

WITNESS..... SEAL.....

(Signature, Name and Address)

* The Tenderer should insert the amount of the EMD in words and figures denominated in Indian Rupee. This figure should be the same as shown in the NIT.

** 6 months from the deadline date for submission of Tender [As specified in NIT].

**PROFORMA
BANK GUARANTEE FOR BALANCE “E.M.D.”**

The Commissioner & Special Officer, GHMC, Hyderabad,
(Name address of Department)

WHEREAS _____

_____ (name and address of Contractor) (hereinafter called “the Contractor”)
has undertaken, in pursuance of Contract No. _____ dated: _____ to execute the
work of _____ [name of work]

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Schedule bank for the sum specified therein as balance EMD / EMD for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of guarantee] _____ [in words], such sum being payable and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid uptoi.e., until 28 days from the date of expiry of the Defects Liability period.

Signature & seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

PROFORMA

BANK GUARANTEE FOR ADDITIONAL FURTHER SECURITY

The Commissioner & Special Officer, GHMC, Hyderabad,
(name and address of Department)

WHEREAS _____ (name and address of Contractor)
(hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____
dated: _____ to execute _____ [name of Contract and brief
description of works] (hereinafter called “the Contractor”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Schedule bank for the sum specified therein as Additional further security bank guarantee for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. _____ [amount of guarantee] _____ [in words], such sum being payable and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid upto and until 28 days from the date completion.

Signature & seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

PROFORMA
BANK GUARANTEE FOR MOBILISATION ADVANCE

To
The Commissioner & Special Officer, GHMC, Hyderabad,

(name & Address of Contract Authority)

Sub:- _____ (name of the work)

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Mobilisation advance for the above-mentioned Contract, _____ [name and address of Contractor] (hereinafter called "the Contractor") shall deposit with _____ [name of Department] a bank guarantee to guarantee his proper and faithful performance under the said Contract for an amount of Rs. _____ [amount of guarantee]¹ _____ (in words).

We, the _____ [bank], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Department] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, for the amount not exceeding _____ (amount of guarantee)³ _____ (in words).

We further agree that no change or addition to or other modification of the terms of the Contract or of works to be performed there under or of any of the Contractor documents which may be made between _____ [name of Department] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ [name of Department] receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and seal: _____
Name of Bank/Financial Institution: _____
Address: _____
Date: _____

¹ An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

Whereas _____ (name of the firm) (hereinafter called 'CONSULTANT') wish to participate in Tender Notice No. -----, dated: -----, of the Commissioner & Special Officer, GHMC, Hyderabad (hereinafter called the GHMC) for (Name of work) '-----' -----

AND WHEREAS in terms of the Tender conditions the Consultant is required to furnish to the GHMC a Bank Guarantee for a sum of Rs. _____ (Rupees _____) as earnest money against the Consultant's offer aforesaid.

And whereas we, _____ Bank, _____ branch have at the request of the Consultant agreed to give to the GHMC this guarantee as hereinafter contained.

We, _____ bank, _____ branch, hereby undertake the guarantee to pay immediately to the GHMC, on demand in writing by the GHMC, an amount of Rs. _____ (Rupees _____) without any reservation and recourse if the Tender shall for any reason withdraw whether expressly or implied their said Tender during the period of its validity or any extension thereof or the Consultant fails to execute the agreement for the work awarded to them by the GHMC.

We, the _____ Bank, _____ further agree to that our liability to pay the aforesaid amount is not dependent or conditional on the GHMC proceeding against the Consultant and we shall be liable to pay the amount without any **demur**, merely on a claim raised by the GHMC.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the said Consultant but shall in all respects and for all purposes be binding and operative until payment of all money(s) due to the GHMC in respect of such liability under the guarantee is restricted by Rs. _____ (Rupees _____). Our guarantee shall remain in force until _____. We shall be relieved and discharged from all our liability hereunder.

We, the _____, undertake not to revoke this guarantee during its pendency/currency except with the previous consent of the GHMC in writing.

Station

Name of the Bank

CHECK SLIP TO ACCOMPANY THE TENDER (TO BE FILLED IN AND SUBMITTED BY THE TENDER IN COVER 'A')

Sl. No.	Description	Submitted in Cover 'A' strike out which ever is not applicable	Proof there of (See Note below)
1	2	3	4
1.	Enclose of Contractors Registration under appropriate class with Govt. of A.P.	Yes/No	
2.	Enclosed copy of Latest Income tax clearance	Yes/No	
3.	Enclosed copies of Sales Tax, Registration and Commercial Tax Clearance certificate	Yes/No	
4.	Enclosed the required E.M.D. in the shape of D.D. or B.G. in the stipulated format for the required period.	Yes/No	
5.	Furnish Maximum value of Civil Engineering works executed in any one year during the last (5) Financial years by the Tenderer in statement-I.	Yes/No	
6.	Furnished Details of similar works completed in the Name of the Tenderer during the last five financial years. in Statement-II.	Yes/No	
7.	Furnished the Physical quantities executed by the Tenderer in the last five financial years. [work wise / year wise]. in Statement-III.	Yes/No	
8.	Furnished the information on bid capacity in Statement-IV with Supporting Certificates of existing commitments.	Yes/No	
9.	Furnished the availability of critical equipment in Statement-V	Yes/No	
10.	Furnished the availability of Availability of Key Personnel in Statement-VI	Yes/No	
11.	Furnished the information litigation history in which Tenderer is the Petitioner in Statement-VII.	Yes/No	
12.	Enclosed Proof of liquid assets in the shape of Solvency certificates etc., for the required amount.	Yes/No	