

CORRIGENDUM No - 1

Date of Publishing Corrigendum No. 1: - 10.07.2024

NIT No: TCIL/CIVIL/PD(NE-1)/2024/EMRS/05 dated 26-06-2024			
Name of work:- “Construction of EMRS (Eklavya Model Residential School) at Ziro-II, Village (Comp) Distt. Lower Subansiri, in the state of Arunachal Pradesh”			
A. Modifications:			
S. No.	Description of Clause	Existing Clause	Modified Clause/ Read as
3.	<u>Vol 1 –</u> <u>A. NOTICE</u> <u>INVITING</u> <u>TENDER</u>	Clause 1.1.12 Last Date & Time for submission of bid 17.07.2024, 15:00 Hrs	Clause 1.1.12 Last Date & Time for submission of bid 26.07.2024, 15:00 Hrs
4.	<u>Vol 1 –</u> <u>A. NOTICE</u> <u>INVITING</u> <u>TENDER</u>	Clause 1.1.13 Opening of Technical Bid 18.07.2024, 11:00 Hrs	Clause 1.1.13 Opening of Technical Bid 27.07.2024, 11:00 Hrs
1	1.6 Make in India	<p>1 In procurement of all goods, services or works in respect of which the nodal ministry/department has communicated that there is a sufficient local capacity and local competition, only Class-I local supplier as defined under the order shall be eligible to bid irrespective of purchase value.</p> <p>2 Only Class-I and Class-II local suppliers, as defined under the order shall be eligible to bid in procurement undertaken by procuring entity,</p>	<p>MAKE IN INDIA (Purchase Preference to Make IN India shall be given as per GOI guidelines applicable from time to time.)</p> <p>a) Minimum local content: 50%</p> <p>b) Margin of purchase preference: 20%</p> <p>c) Subject to the provisions of this order and to any specific instructions issued by the Nodal Ministry or in</p>

	<p>except when global tender enquiry has been issued.</p> <p>3 In Global tender enquiries, non-local supplier shall also be eligible to bid along with Class-I Local suppliers and Class-II local suppliers. In procurement of all goods, services or works not covered by point (a) above and with estimated value of purchases less than Rs 200 Crores, in accordance with rule 161 (iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure, GoI. GOI Order No. P-45021/2/2017- PP(BE-II), dated 16-09-2020 and TCIL Circular No. TCIL/15/1926/I/20-MM dated 18.02.2021 for Make in India may be referred for further details.</p> <p>(Mandatory Undertaking for Purchase Preference to MAKE In INDIA is to be submitted along with the Tender. The bidder needs to submit calculation of local content as per format attached in Section 11.)</p>	<p>pursuance of this Order. Purchase preference shall be given to Class –I local supplier in procurements undertaken by procuring entities in the manner specified here under</p> <p>d) In the procurements of goods or works, which are covered by Only Class-I and Class-II local suppliers, as defined under the order shall be eligible to bid in procurement undertaken by procuring entity, except when global tender enquiry has been issued and which are divisible in nature ‘Class –I local supplier’ shall get purchase preference over Class –II local supplier as well as non-local supplier’ as per following procedure:</p> <p>i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class –I local supplier the contract for full quantity will be awarded to L1.</p> <p>ii. If L1 bid is not a Class-I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the Class –I local supplier will be invited to match the L1 price for the remaining 50% quantity subject to the Class –I local supplier’s quoted price falling within the margin of Purchase preference and contract for that quantity shall be awarded to such Class –I local supplier subject to matching the L1 Price. In case such lowest eligible Class –I local supplier fails to match the L1 price or accepts less than the offered quantity the next higher ‘Class –I local supplier’ within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on and contract shall be awarded accordingly. In case some</p>
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			<p>quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.</p> <p>e) In the procurements of goods or works, which are covered by Only Class-I and Class-II local suppliers, as defined under the order shall be eligible to bid in procurement undertaken by procuring entity, except when global tender enquiry has been issued and which are not divisible in nature and in procurement of services where the bid is evaluated on price alone, the 'Class-I local suppliers' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier' as per following procedure.</p> <p>i) Among qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier, the contract will be awarded to L1.</p> <p>ii) If L1 is not 'Class-I local supplier' the lowest bidder among the Class-I local supplier will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.</p> <p>iii) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local supplier within the margin of</p>
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2.	1.8 Performance Security	<p>The successful bidder is required to submit a Performance Guarantee of 5% of the awarded value of contract in the form of Demand Draft/ Banker's Cheque or Bank guarantee in prescribed format within 10 days from the issuance of LOI, before the signing of agreement. The Performance Guarantee shall be initially valid up to 60 days beyond the stipulated completion date which shall</p>	<p>The successful bidder is required to submit a Performance Guarantee of 5% of the awarded value of contract in the following modes within 10 days from the issuance of LOI, before the signing of agreement. The Performance Guarantee shall be initially valid up to 60 days beyond the stipulated completion date which shall be further extended by the contractor from time to time up to the date of 60 days beyond the issuing of the</p>

	<p>be further extended by the contractor from time to time up to the date of 60 days beyond the issuing of the Handing Over Certificate or Completion Certificate, whichever is later.</p> <p>Further, retention equivalent to 2.5% (As per Clause 11 (ii) of GCC 2022 of CPWD) of the gross amount of each running and final bill shall be deducted.</p> <p>The Bank Guarantee to be submitted in the prescribed format issued by a Delhi / Guwahati Branch only from a SFMS enabled Scheduled Commercial Bank through SFMS Platform. Alternatively, BG can also be submitted in physical form from a Scheduled Commercial Bank through its Delhi Branch only.</p> <p>In the event of the contract being determined or rescinded under provision of any clause / condition of the agreement or the performance of the contractor judged to be poor, the performance guarantee amount shall stand forfeited and the amount such received shall be absolutely at the disposal of employer.</p> <p>The Performance Bank Guarantee shall be returned after 60 days to date of issuing of the Handing/ Taking Over Certificate or Completion Certificate, whichever is later.</p> <p>The refund of retention shall be after successful</p>	<p>Handing Over Certificate or Completion Certificate, whichever is later.</p> <p>Performance Security can be submitted in following modes:</p> <ol style="list-style-type: none"> 1) Performance Bank Guarantee (PBG) / e-PBG (as per format given in Annexure 8) 2) Fixed Deposit Receipts (FDR) 3) Insurance Surety Bond (as per format given Annexure 16) 4) Bankers Cheque <p>Further, retention equivalent to 2.5% (As per Clause 11 (ii) of GCC 2022 of CPWD) of the gross amount of each running and final bill shall be deducted.</p> <p>The Bank Guarantee to be submitted in the prescribed format issued by a Delhi / Guwahati Branch only from a SFMS enabled Scheduled Commercial Bank through SFMS Platform. Alternatively, BG can also be submitted in physical form from a Scheduled Commercial Bank through its Delhi Branch only.</p> <p>In the event of the contract being determined or rescinded under provision of any clause / condition of the agreement or the performance of the contractor judged to be poor, the performance guarantee amount shall stand forfeited and the amount such received shall be absolutely at the disposal of employer.</p> <p>The Performance Bank Guarantee shall be returned after 60 days to date of issuing of the Handing/ Taking Over Certificate or Completion Certificate, whichever is</p>
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3	<p>1.16</p> <p>Certification of Genuinenes s</p>	<p>The bidder should give an undertaking on the company's letter head that all the documents/ certificates/ information submitted by them against the tender are genuine.</p> <p>In case any of the documents/ certificates/ information submitted by the bidder is found to be false or forged, TCIL shall immediately reject the bid of such bidder(s) or cancel/ terminate the contract and forfeit bid security/ performance security submitted by the bidder and debar them from participation in future EOIs/tenders of TCIL for a period up to 5 years.</p>	<p>The bidder should give an undertaking on the company's letter head that all the documents/certificates/information submitted by them against this EOI are genuine.</p> <p>In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, TCIL shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit bid security / Performance Security submitted by the bidder and debar them from participation in future EOIs/tenders of TCIL for a period up to 2 years.</p>

4	1.22	<p>Bidders should note that TCIL may verify authenticity of all the documents/ certificate/ information submitted by them against the tender. In case it is established that the bidder has submitted forged documents/ certificates, the Price Bids of such bidders shall not be opened and such bidders shall be debarred from participating in future bidding processes of TCIL for a minimum period of five years, which may be further extended at the discretion of TCIL. Further, the Security Deposit amount or any other amount lying in any form with TCIL, of such bidders shall also be forfeited.</p>	<p>Due to repetition of same clause 2.25 in published NIT, this clause is removed/ deleted.</p>
5	1.24 AUTHORIZA TION LETTER / BOARD RESOLUTIO N		<p>New Clause Added: - The bidders need to submit board resolution along with authorization Letter in Online mode authorizing the signatory to act on behalf of the bidder. The Authorized person should be either authorized by Board or a employee authorized by one of the following person who has the Board Resolution to delegate authorization to other:</p> <ol style="list-style-type: none"> 1. Managing director 2. The Chief Executive Officer 3. The Manager 4. The Company Secretary 5. The Whole-time director 6. The Chief Financial Officer <p>The bidder should ensure that the Digital Signature used for uploading the tender document in e tender portal should be of the authorized signatory. (As per Annexure 18)</p>
6	2.25 SUBMISSIO	<p>Bidders should note that TCIL may verify authenticity of all the documents/ certificate/</p>	<p>Bidders should note that TCIL may verify authenticity of all the documents/certificate/information submitted by</p>

	N OF FORGED DOCUMENT S	information submitted by them against the tender. In case it is established that the bidder has submitted forged documents/ certificates, the Price Bids of such bidders shall not be opened and such bidders shall be debarred from participating in future bidding processes of TCIL for a minimum period of five years, which may be further extended at the discretion of TCIL. Further, the Security Deposit amount or any other amount lying in any form with TCIL, of such bidders shall also be forfeited.	them against the EOI. In case at any stage of this process, if it is established that bidder has submitted forged documents/certificates/information towards fulfillment of any of the EOI/contract conditions, TCIL shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit bid security / Performance Security submitted by the bidder and debar them from participation in future tenders of TCIL for a period up to 2 years.
7	3.8.2 Program to be submitted	From (A) to (F) are remain same. G) The contractor shall also submit a Quality Assurance Plan and execute works as per the approved QAP. Engineer in charge shall be approving QAP submitted by the contractor.	From (A) to (F) are remain same. G) The contractor shall also submit a Quality Assurance Plan and execute works as per the approved QAP. Engineer in charge shall be approving QAP submitted by the contractor as per guideline issued by NESTS (as per Annexure 19)
8	3.37 Dispute Resolution:	All existing clause are remained same.	<u>Added with existing clause: -</u> <u>For Public Sector Undertaking / Government Departments:</u> In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Center Enterprise (CPSEs)/Port Trusts inter se and also between CPSEs and Govt. Depts/ organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Dept), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/003/2019-FTS-10937 dated 14th December 2022 and the decision of AMRCD on the said dispute will be

			binding on both the parties
9	3.52 FALL CLAUSE	Nil	<p><u>New Clause Added:</u></p> <p>a) The prices once fixed will remain valid during the scheduled delivery period. Further, if at any time during the contract</p> <p>I. It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service</p> <p style="text-align: center;">And/or</p> <p>II. The prices received in a new tender for the same or similar equipment/service are less than the prices chargeable under the contract.</p> <p>The purchaser, for the purpose of delivery period extension/during rate contract, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.</p> <p>b) The vendor while applying for extension of time for</p>

			<p>delivery of equipment/services, if any, shall have to provide an undertaking as "We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/organization including Department of central/state Government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled delivery period."</p> <p>In case undertaking as in (b) above is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.</p>
10	4.3 PERFORMANCE AMOUNT AND SECURITY DEPOSIT	<p>The successful bidder is required to submit a Performance Guarantee of 5% of the awarded value of contract in the form of Demand Draft/ Banker's Cheque or Bank guarantee in prescribed format within 10 days from the issuance of LOI, before the signing of agreement. The Performance Guarantee shall be initially valid up to 60 days beyond the stipulated completion date which shall be further extended by the contractor from time to time up to the date of 60 days beyond the issuing of the Handing Over Certificate or Completion Certificate, whichever is later.</p> <p>Further, retention equivalent to 2.5% (As per Clause 11 (ii) of GCC 2022 of CPWD) of the gross amount of each running and final bill shall be deducted.</p> <p>The Bank Guarantee to be submitted in the prescribed format issued by a Delhi / Guwahati</p>	<p>The successful bidder is required to submit a Performance Guarantee of 5% of the awarded value of contract in the following modes within 10 days from the issuance of LOI, before the signing of agreement. The Performance Guarantee shall be initially valid up to 60 days beyond the stipulated completion date which shall be further extended by the contractor from time to time up to the date of 60 days beyond the issuing of the Handing Over Certificate or Completion Certificate, whichever is later.</p> <p>Performance Security can be submitted in following modes:</p> <ol style="list-style-type: none"> 1) Performance Bank Guarantee (PBG) / e-PBG (as per format given in Annexure 8) 2) Fixed Deposit Receipts (FDR) 3) Insurance Surety Bond (as per format given Annexure 16) 4) Bankers Cheque <p>Further, retention equivalent to 2.5% (As per Clause 11</p>

	<p>Branch only from a SFMS enabled Scheduled Commercial Bank through SFMS Platform. Alternatively, BG can also be submitted in physical form from a Scheduled Commercial Bank through its Delhi Branch only.</p> <p>In the event of the contract being determined or rescinded under provision of any clause / condition of the agreement or the performance of the contractor judged to be poor, the performance guarantee amount shall stand forfeited and the amount such received shall be absolutely at the disposal of employer.</p> <p>The Performance Bank Guarantee shall be returned after 60 days to date of issuing of the Handing/ Taking Over Certificate or Completion Certificate, whichever is later.</p> <p>The refund of retention shall be after successful completion of defect liability period. The security deposit shall be released as per clause 27 (i.e. DLP)</p> <p>FAILURE OF THE SUCCESSFUL BIDDER TO SUBMIT THE ABOVE MENTIONED PERFORMANCE SECURITY OR SIGN THE CONTRACT AGREEMENT SHALL CONSTITUTE SUFFICIENT GROUND FOR THE ANNULMENT OF THE AWARD/CANCELLATION OF THE AWARD OF WORK AND ACTIONS AS PER THE BID SECURITY DECLARATION SHALL BE</p>	<p>(ii) of GCC 2022 of CPWD) of the gross amount of each running and final bill shall be deducted.</p> <p>The Bank Guarantee to be submitted in the prescribed format issued by a Delhi / Guwahati Branch only from a SFMS enabled Scheduled Commercial Bank through SFMS Platform. Alternatively, BG can also be submitted in physical form from a Scheduled Commercial Bank through its Delhi Branch only.</p> <p>In the event of the contract being determined or rescinded under provision of any clause / condition of the agreement or the performance of the contractor judged to be poor, the performance guarantee amount shall stand forfeited and the amount such received shall be absolutely at the disposal of employer.</p> <p>The Performance Bank Guarantee shall be returned after 60 days to date of issuing of the Handing/ Taking Over Certificate or Completion Certificate, whichever is later.</p> <p>The refund of retention shall be after successful completion of defect liability period. The security deposit shall be released as per clause 27 (i.e. DLP)</p> <p>FAILURE OF THE SUCCESSFUL BIDDER TO SUBMIT THE ABOVE-MENTIONED PERFORMANCE SECURITY OR SIGN THE CONTRACT AGREEMENT SHALL CONSTITUTE SUFFICIENT GROUND FOR THE ANNULMENT OF THE AWARD/CANCELLATION OF THE AWARD OF WORK AND ACTIONS AS PER</p>
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		<p>TAKEN AGAINST THE BIDDER</p> <p>Security Deposit/ Retention:-</p> <p>The Security deposit or the retention money shall be deducted from each running/ final bill of the contractor @ 2.5% (Two Point Five percent only) of the gross value of the Running Account/ final bill.</p> <p>The refund of retention shall be after successful completion of defect liability period.</p>	<p>THE BID SECURITY DECLARATION SHALL BE TAKEN AGAINST THE BIDDER. ADDITIONALLY, TCIL RESERVES THE RIGHT TO DEBAR SUCH DEFAULTING BIDDER FROM PARTICIPATING IN FUTURE BIDS FOR A PERIOD UP TO 2 YEARS.</p> <p>Security Deposit/ Retention:-</p> <p>The Security deposit or the retention money shall be deducted from each running/ final bill of the contractor @ 2.5% (Two Point Five percent only) of the gross value of the Running Account/ final bill.</p> <p>The refund of retention shall be after successful completion of defect liability period.</p>
11	4.52 Quality, Tests, Specifications etc. :- S. No. 8	8. The agency shall ensure thorough checking / cross checking of reinforcement before casting of RCC and all RCC casting in presence of TCIL representative and mandatory testing of materials as prescribed frequencies as per quality plan etc. and ensure quality construction. (others points of clause 4.52 are remain same)	8. The agency shall ensure thorough checking / cross checking of reinforcement before casting of RCC and all RCC casting in presence of TCIL representative and mandatory testing of materials as prescribed frequencies as per quality plan (as per Annexure 18) etc. and ensure quality construction. (others points of clause 4.52 are remain same)
12	4.72 QUALITY ASSURANCE FOR EXECUTION PART of WORK	NIL	<u>New Clause Added:</u> - (1) The Quality Assurance activity has to ensure a progressively improved and uniform quality of the finished work. In order to achieve this, the pre-requisites cover among other things, an in-built provision in the contract for a system of continuous check on quality by the field staff and the contractor, availability of adequately manned and equipped agency for overseeing the quality aspects, and periodical appraisal of quality and a system of feedback for effecting possible improvements.

			<p>(2) The NIT Approving Authority has to ensure through contract conditions that the Concept of Total Quality Management (TQM) is in-built in the work delivery system for which everyone shares well defined responsibilities.</p> <p>(3) For budgeted works, engagement of TPQA agency will be done for the works above Rs 20 crore or as per the directions issued from time to time by the CPWD Directorate. For Deposit works, TPQA provisions will be made as per MOU. For all other contracts where no TPQA is engaged, the existing QA units of Project Regions/Regions or as notified from time to time shall carry out the Quality Assurance checks on random basis. In cases where TPQA is deployed, the QA units may also inspect such works where so desired by heads of Project Regions/Regions.</p>
13	Vol 7	Page No 14 check list	Attached herewith as Annexure 17: Revised Check List
		NIL	New Annexure 19 is Added as guideline issued by NESTS

Further details/corrigendum/addendum shall be displayed at our website & e-portal. The bidders are requested to visit our web site i.e. www.tcil.net.in and e-portal regularly for further information in this regard.

All others terms and conditions are remained same as per published NIT.

