

ADDENDUM TO THE BIDDING DOCUMENT
FOR CONSTRUCTION OF 50 Nos. PRE-FABRICATED HOUSES IN PITHORAGARH DISTRICT OF UTTARAKHAND.
(To be signed by bidder on each page and submitted along with Bid document)

Addenda to the under mentioned works are given in the table below:-

S. No.	Section No.	Clause No.	Description as per Original Bidding Document	Addendum
1	Invitation for Bids	5	Bids must be delivered to Uttarakhand State Infrastructure Development Corporation Ltd (USIDCL), 3/3, Industrial Area, Patel Nagar, Dehradun on or before 1500 hours on 22.10.2013 and will be opened on the same day at 1530 hours, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.	<i>Replace the text in original clause with the following :-</i> Bids must be delivered to Uttarakhand State Infrastructure Development Corporation Ltd (USIDCL), 3/3, Industrial Area, Patel Nagar, Dehradun on or before 1500 hours on 26.10.2013 and will be opened on the same day at 1530 hours, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.
2	Section – I (Instruction to Bidders)	5.4	Bids from Joint ventures are not acceptable.	<i>Replace the text in original clauses with the following :-</i> Bids from Joint ventures are acceptable. Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements : (a) the bid shall include all the information listed in Sub-clause 5.3 above; (b) the bid and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners; (c) all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under (d) below, as well as in the bid and in the Agreement [<i>in case of a successful bid</i>]; (d) one of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners; (e) the partner in charge shall be authorized to incur liabilities and

		<p>5.6 Sub-contractor's experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, except to the extent stated in Clause 5.5 [A] above.</p> <p>6.1 Each Bidder shall submit only one Bid. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the Bidder's participation to be disqualified.</p>	<p>receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge;</p> <p>(f) The joint venture agreement should indicate precisely the role of all members of JV in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project. All members of JV should have active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the employer;</p> <p>(g) The joint venture agreement should be registered in Dehradun so as to be legally valid and binding on partners; and</p> <p>(h) a copy of the Joint Venture Agreement entered into by the partners shall be submitted with the bid. Alternatively, a Letter of Intent to execute a joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement.</p> <p>The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of Sub-clause 5.5. However, for a joint venture to qualify, each of its partners must meet at least 50 percent of the minimum criteria set in Sub-clause 5.5 above and all the partners collectively must meet the criteria specified in Sub-clause 5.5 above in full. Failure to comply with this requirement will result in rejection of the joint venture's bid.</p> <p>Sub-contractor's experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, except to the extent stated in Clause 5.5 [A] above.</p> <p>Each Bidder shall submit only one Bid either individually or as a partner in a Joint Venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the Bidder's participation to be disqualified.</p>
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		35.2	If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee or cashier's cheque/certified cheque/Bank Demand Draft, it shall be issued at the Bidder's option, by a nationalized/ scheduled bank located in India, or by a foreign bank acceptable to the Employer, through a correspondent bank located in India.	If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee or cashier's cheque/certified cheque/Bank Demand Draft, it shall be issued at the Bidder's option, by a nationalized/ scheduled bank located in India, or by a foreign bank acceptable to the Employer, through a correspondent bank located in India. The performance security of a Joint Venture shall be in the name of the joint venture.
3	Section – IV (Qualification Information)	2.	Qualification Information	2. Qualification Information Insert Clause 3 as under : 3. Joint Ventures 3.1 The information listed in 1 to 2.8 above shall be provided for each partner of the joint venture. 3.2 The information in 2.9above shall be provided for the joint venture. 3.3 Attach the power of attorney of the signatory[ies] of the bid, authorizing signature of the bid on behalf of the joint venture.. 3.4 Attach the agreement among all partners of the joint venture [<i>and which is legally binding on all partners</i>], which shows the requirements as indicated in sub-clause 5.4 of the Instructions to Bidders'. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement.

3.5 Furnish details of participation proposed in the joint venture as below:

DETAILS OF PARTICIPATION IN THE JOINT VENTURE

PARTICIPATION DETAILS	FIRM 'A' (Lead Partner)	FIRM 'B'	FIRM 'C'
Financial			
Name of the Banker(s)			
Planning			
Construction Equipment			
Key Personnel			
Execution of Work (Give details on contribution of each partner and the controlling partner)			

4	Section – V (General Conditions of Contract)	2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> (a) Agreement, (b) Letter of Acceptance, (c) Contractor’s Bid, (d) Special Conditions of Contract, (e) General Conditions of Contract, (f) Specifications, (g) Drawings, (h) Priced bill of Quantities, and (i) any other document listed in the SCC as forming part of the Contract. 	<p>Replace the text in original clauses with the following :-</p> <p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> (a) Agreement, (b) Letter of Acceptance, (c) Contractor’s Bid, (d) Special Conditions of Contract, (e) General Conditions of Contract, (f) Specifications, (g) Drawings, (h) Priced bill of Quantities, and (i) any other document listed in the SCC as forming part of the Contract. (j) Joint Venture Agreement <p>The Employer shall make advance payment to the Contractor of the amounts stated in the SCC by the date stated in the SCC, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee can be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment. The bank guarantee of a joint venture shall be in the name of the joint venture.</p>
		51.1	<p>The Employer shall make advance payment to the Contractor of the amounts stated in the SCC by the date stated in the SCC, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee can be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.</p>	

		<p>52.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the SCC, by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid until a date 28 days from the date of expiry of Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion.</p> <p>59.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> <ul style="list-style-type: none"> (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager; (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days; (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation; (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate; (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time 	<p>The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the SCC, by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid until a date 28 days from the date of expiry of Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion. The performance security of a joint venture shall be in the name of the joint venture.</p> <p>Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> <ul style="list-style-type: none"> (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager; (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days; (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation; (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate; (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager; (f) the Contractor does not maintain a Security, which is required; and (g) The Contractor has delayed the completion of the Works by the
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			<p>determined by the Project Manager;</p> <p>(f) the Contractor does not maintain a Security, which is required; and</p> <p>(g) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the SCC.</p> <p>(h) The contractor has contravened Sub-clause 7 of GCC read with SCC and Clause 9.0 of GCC.</p> <p>(i) The contractor does not adhere to the agreed construction program and agreed environmental management plan (Clause 27 of GCC) and also fails to take satisfactory remedial action as per agreements reached in the management meetings (Clause 31) for a period of 60 days.</p> <p>(j) The contractor fails to carry out of the instructions of Engineer within a reasonable time determined by the Engineer in accordance with GCC Clause 16.1 and 23.1.</p>	<p>number of days for which the maximum amount of liquidated damages can be paid, as defined in the SCC.</p> <p>(h) The contractor has contravened Sub-clause 7 of GCC read with SCC and Clause 9.0 of GCC.</p> <p>(i) The contractor does not adhere to the agreed construction program and agreed environmental management plan (Clause 27 of GCC) and also fails to take satisfactory remedial action as per agreements reached in the management meetings (Clause 31) for a period of 60 days.</p> <p>(j) The contractor fails to carry out of the instructions of Engineer within a reasonable time determined by the Engineer in accordance with GCC Clause 16.1 and 23.1.</p> <p>(k) The contractor (in case of joint venture) has modified the composition of the joint venture and/or the responsibility of each member of the joint venture from what is stated in joint venture agreement without prior approval of the Employer.</p>
5	Section – II (Bidding Data Sheet)	ITB 20.2 (c)	The warning should read “DO NOT OPEN BEFORE 22.10.2013 , 1530 Hrs.	Replace the text in original clause with the following :- The warning should read “DO NOT OPEN BEFORE 26.10.2013 , 1530 Hrs.
6	Section – II (Bidding Data Sheet)	ITB 21.1	The deadline for submission of bids shall be 22.10.2013 , 1500 Hrs. In the event the specified date is declared as a holiday for the employer, the bids will be received upto the appointed time on the next working day.	Replace the text in original clause with the following :- The deadline for submission of bids shall be 26.10.2013 , 1500 Hrs. In the event the specified date is declared as a holiday for the employer, the bids will be received upto the appointed time on the next working day.
7	Section – II (Bidding Data Sheet)	ITB 24.1	The bid opening shall take place at: Uttarakhand State Infrastructure Development Corporation Ltd., 3/3 Industrial Area, Patel Nagar,	Replace the text in original clause with the following :- The bid opening shall take place at: Uttarakhand State Infrastructure Development Corporation Ltd., 3/3 Industrial Area, Patel Nagar,

			Dehradun- 248001. Uttarakhand. India. Tel: 0135-2522941 email- usidcl@gmail.com website- usidcl.gov.in Date: 22.10.2013 Time: 1530 Hrs. In the event specified date is declared as a holiday for the employer, the bids will be received up to the appointed time on the next working day.	Dehradun- 248001. Uttarakhand. India. Tel: 0135-2522941 email- usidcl@gmail.com website- usidcl.gov.in Date: 26.10.2013 Time: 1530 Hrs. In the event specified date is declared as a holiday for the employer, the bids will be received up to the appointed time on the next working day.
8	Section – II (Bidding Data Sheet)	ITB 5.5 (A)	(a) Financial turnover: not less than Rs. 1,80,00,000 lacs. (b) Completion of similar work of value of Rs. 2,40,00,000 lacs. The following work will be considered as similar:- • Construction of pre-fabricated houses.	Replace the text in original clause with the following :- (a) Financial turnover: not less than Rs. 1,80,00,000. (b) Completion of similar work of value of Rs. 2,40,00,000. The following work will be considered as similar:- • Construction of pre-fabricated houses.
9	Section – VI (Special Conditions of Contract)	GCC 1.1(w)	The Sites are located in Pithoragarh District as under:- a) Charchum (Block- Dharchula) - Located at an approximate distance of 230Kms from Tanakpur rail head. Topographical survey maps of the area is enclosed as Drawing No. SURVEY PLAN-01. b) Bangapani (Block- Dharchula) - Located at an approximate distance of 92Kms from Tanakpur rail head. Topographical survey maps of the area is enclosed as Drawing No. SURVEY PLAN-02.	Replace the text in original clause with the following :- The Sites are located in Pithoragarh District as under:- a) Charchum (Block- Dharchula) - Nearest road-head is located at an approximate distance of 230Kms from Tanakpur rail-head. The location of site from road-head is within 1 km. Topographical survey maps of the area is enclosed as Drawing No. SURVEY PLAN-01. b) Bangapani (Block- Dharchula) - Nearest road-head is located at an approximate distance of 91 Kms from Rishikesh rail-head. The location of site from road-head is within 1 km. Topographical survey maps of the area is enclosed as Drawing No. SURVEY PLAN-02.

Note:- To be signed by bidder on each page and submitted along with Bid document.