

Corrigendum Notice#1

Ref:

Tender Reference Number	SSCL/Tender/2020-21/MEG-SHI-022
Tender Title	Construction of a Commercial Complex at Polo, Shillong, East Khasi Hills District, Meghalaya

This is to inform all concerned that the following changes are hereby made in the above noted Bidding Document:

SN	Clause No.	Page No.	In place of	Please read as
(1)	(2)	(3)	(4)	(5)
1	4.4(a)(i) of INSTRUCTIONS TO BIDDERS (ITB)	10 & 11	a. To qualify for award of the Contract, each bidder should have: i. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: Three similar ¹ completed works ² costing not less than the amount equal to 40% of the estimated cost.	a. To qualify, each bidder should have: i. Experience of having successfully completed or on-going similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: Three similar completed works or on-going works* costing not less than the amount equal to 40% of the estimated cost.

¹ "Similar works" will mean building construction works with all utilities/services such as water supply, sewerage including Sewage Treatment Plant, other plumbing works, HVAC, internal and external electrical works, etc.

² Only those works will be considered as "completed", for which either Completion Certificate has been issued by the concerned Competent Authority clearly indicating completion of similar works till last day of month previous to the one in which applications are invited or 90% of the works are completed provided proof of receipt of payment and a certificate from the concerned Employer to this effect is produced

* Only those works will be considered as "on-going" for which (i) Letter of Award/Work Order has been issued; and (ii) the work is not under litigation. The Bidders shall be required to provide an undertaking on non-judicial stamp paper of Rs. 100/- and a written confirmation from the concerned Employer in this regard.

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			<p>Or</p> <p>Two similar completed works costing not less than the amount equal to 50% of the estimated cost.</p> <p>Or</p> <p>One similar completed works costing not less than the amount equal to 80% of the estimated cost.</p> <p>Note: In case the similar completed works of the bidders happen to be completed in a JV or Consortium or Association, then the extent of works proportionate to the participation of the bidder in that JV or Consortium or Association will be considered.</p>	<p>Or</p> <p>Two similar completed works or on-going works costing not less than the amount equal to 50% of the estimated cost.</p> <p>Or</p> <p>One similar completed work or on-going work costing not less than the amount equal to 80% of the estimated cost.</p> <p>Note: In case the similar completed works or on-going works of the bidders happen to be completed or being executed in a JV or Consortium or Association, then the extent of works proportionate to the participation of the bidder in that JV or Consortium or Association will be considered.</p>
2	List of Important Dates, Notice Inviting Tender, Appendix to ITB (20.1), etc.	4, 5, 31, etc.	-	The deadline for receipt of Bids is now rescheduled to 25 th March, 2020 (upto 15:00 Hrs)
3	SECTION 3 QUALIFICATION INFORMATION, Clause 1.3	37	Work performed as Lead Contractor (in the same name) on works of similar nature over during the seven years specified in 1.2 above in the format provided at Tech Form 7A.	Work performed as Lead Contractor (in the same name) on works of similar nature during last seven years specified in 1.2 above in the format provided at Tech Form 7A and Tech Form 7B (provided as part of this Corrigendum).
4	22.4 of INSTRUCTIONS TO BIDDERS (ITB)	20	No Withdrawal and/or Substitution and/or Modification are permitted after submission of the	No Withdrawal and/or Substitution and/or Modification are permitted after last date of

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			Tender.	submission.
5	Contract Data (44.1)	64	<p>Milestones to be achieved during the contract period</p> <ul style="list-style-type: none"> • 1/8th of the value of entire contract work up to 1/4th of the period allowed for completion of construction • 3/8th of the value of entire contract work up to ½ of the period allowed for completion of construction • 3/4th of the value of entire contract work up to ¾th of the period allowed for completion of construction 	<p>Milestones to be achieved during the contract period</p> <ul style="list-style-type: none"> • 1/8th of the value of entire contract work up to 1/4th of the period allowed for completion of construction • 1/3rd of the value of entire contract work up to 1/2nd the period allowed for completion of construction • 3/4th of the value of entire contract work up to 3/4th of the period allowed for completion of construction
6	PART I GENERAL CONDITIONS OF CONTRACT, Clause 25.3(a)	46	In case of a decision of the Competent Authority in a dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this Agreement, the matter will be referred to an Arbitral Tribunal. The Arbitral Tribunal shall consist of three Arbitrators, one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the	In case of a decision of the Competent Authority in a dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this Agreement, the matter will be referred to an Arbitral Tribunal. The Arbitral Tribunal shall consist of three Arbitrators, one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the

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			presiding Arbitrator shall be appointed by the Chairman of the Executive Committee of the Indian Roads Congress.	presiding Arbitrator shall be appointed by the Government of Meghalaya.
7	PART I GENERAL CONDITIONS OF CONTRACT, Clause 25.3(b)	46	“Institution of Engineer”	“Institute of Engineers”
8	PART-II SPECIAL CONDITIONS OF CONTRACT, Clause 13(xx)	76	Cement bags shall be stored in separate godowns to be constructed by Contractor at his own cost as per sketch approved by Engineer with weather-proof roofs and walls. Each godown shall be provided with a single door with double lock arrangement. The keys of one lock shall always remain with authorized representative of Engineer and that of the other lock with the authorised agent of the Contractor at site of work so that the cement from the godown is removed according to daily requirement with the knowledge of both the parties and proper account of issue of cement is maintained in the Prescribed proforma.	Cement bags shall be stored in separate godowns to be constructed by Contractor at his own cost as per sketch approved by Engineer with weather-proof roofs and walls.
9	PART-II SPECIAL CONDITIONS OF CONTRACT, Clause 13(xxi)	76	The actual issue and consumption of cement and steel on work site shall be regulated and proper accounts maintained. The theoretical consumption of cement and steel shall be worked out as per procedure.	The theoretical consumption of cement and steel shall be worked out as per procedure.

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10	PART-II SPECIAL CONDITIONS OF CONTRACT, Clause 13(xxxi)	77	The Contractor shall be provided area for construction of storage/office space for his use. The space has to be maintained/constructed by the Contractor as per his usage requirements.	The Contractor shall arrange land/space for storage/office space for his use and the Employer will not provide the same.

Other particulars of the above-mentioned Bidding Document will remain unchanged.

Chief Executive Officer
Shillong Smart City Limited

TECH FORM – 7B

SPECIFIC CONSTRUCTION EXPERIENCE

Fill up one (1) form per contract.

Contract of Similar Size and Nature			
Contract No. of	Contract Identification		
Award Date		Completion Date	
Role in Contract	Contractor	Management Contractor	Sub-Contractor
Total Contract Amount (Rs. Lakhs)	<i>Equivalent INR.....</i>		
If partner in a JV or Sub-Contractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone/Fax Number E-mail			
Description of the similarity in accordance with Clause 4.2(c) of ITB			

Copy of Work Order and Agreement, Completion Certificate in support of above experience shall be furnished by the Bidder.

Only details of “on-going works” as defined in the Corrigendum Notice#1 are to be provided.