

AMENDMENT-1 DATED 21/01/2021 IN RESPECT OF TENDER FOR ADDITIONAL STABILIZATION WORKS IN THE FORM OF 2M DIA. REINFORCED CONCRETE PILES AND 100/150T CABLE ANCHORS INCLUDING OFF-LOADING OF SLIDED MASS AT THE DAM SITE OF PUNATSANGCHHU-I HEP (Tender No. PHPA-I/CE(Contracts)/146/2020/280)

Sl. No.	Reference Clauses/paras	Description of the Clause	Existing Provisions	New/Revised Provisions
1.	Sl. 6 of NIT, Page III	Last date for sale of Tender Document	10.12.2020	08.03.2021
2.	Clause 1.18 of Section I, ITB, Page 17	Pre-Bid Meeting (2 nd)	-	08.02.2021
3.	Clause 1.21 of Section I, ITB, Page 19	Deadline for submission of Bids & Technical Bid Opening.	15.01.2021	17.03.2021
4.	Sl. 9 of NIT, Page III	Online Bid Submission	Alternatively, the bidders may submit their bids online by the stipulated time at secphpa@gmail.com. The online bids may be password protected for which password shall be shared by the bidders, just before scheduled time for opening of bids, at secphpa@gmail.com.	<p>The Bidders shall submit their bids online through e-procurement portal. Details of the portal shall be provided to all prospective Bidders at least 21 days before scheduled deadline for submission of the bids.</p> <p>In case, e-procurement portal is not provided as above, then the Bidders shall submit their bids in physical form to:</p> <p>Chief Engineer (Contracts), PHPA-I, Bjimthangkha, Wangdue, Bhutan or Liaison Officer, PHPA-I Liaison Office, Flat No. 15, Pocket-1, Jasola Vihar, New</p>



				Delhi 110 025. Telephone Number: +91 11 41603563.
5.	Clause 1.8.1 (i) (A) of ITB, Page 8	Technical (Construction) Experience Criteria	Successful experience in construction of Reinforced Concrete Piles for at least 2 (two) projects out of ... and at least one project with minimum 2.0 m diameter RCC Piles of 125m depth with cumulative length of more than 1,000 running meter in hard rock formation method.	Successful experience in construction of Reinforced Concrete Piles for at least 2 (two) projects out of ... and at least one project with minimum 2.0 m diameter RCC Piles of at least 100m depth with cumulative length of more than 1,000 running meter in hard rock formation method.
6.	Clause 1.9, Section III of PCC, Page 3	Delayed Drawings or Instruction	The reasonable period between notice and requirement of Drawing(s) shall not be less than 84 days.	The reasonable period between notice and requirement of Drawing(s) shall not be less than 42 days.
7.	Clause 12.3, Section III of PCC, Page 13	Evaluation	In case Provided always that upon completion of Works, if the cumulative value of work done for the BoQ items is less than 75% of the Accepted Contract Amount, then the Contractor shall not be entitled for any cost compensation resulting from decrease in BoQ quantities of any BoQ item by <i>less than 75%</i> of BoQ quantity (i.e., BoQ rates shall hold good for all negative variations).	In case.....Provided always that upon completion of Works, if the cumulative value of work done for the BoQ items is more than 75% of the Accepted Contract Amount, then the Contractor shall not be entitled for any cost compensation resulting from decrease in BoQ quantities of any BoQ item by less than 75% of BoQ quantity (i.e., BoQ rates shall hold good for all negative variations).
8.	Clause 17.6 of GCC (second Para), Page 57	Limitation of Liability	The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Employer's Equipment	The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Employer's Equipment and Free-Issue Material], Sub-Clause 17.1



			and Free-Issue Material], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in the Contract Data, or (if such multiplier or other sum is not so stated), the Accepted Contract Amount.	[Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the Accepted Contract Amount.
9.	Clause 14.9 of Sec III of PCC, page 20.	Retention Money	“If the Contractor expressly requests in writing, he will be permitted to convert the Retention Money recovered from the Interim Payment Certificates into interest bearing Government Securities or interest-bearing deposits with the Banks of Bhutan taken out in the name of Engineer or into Bank Guarantee in favour of the PHPA-I issued by the Banks of Bhutan in the Proforma included in the Contract valid till the end of Defects Notification Period”.	If the Contractor expressly requests in writing, he will be permitted to convert the Retention Money recovered from the Interim Payment Certificates into interest-bearing Government Securities or interest-bearing deposits with the Banks of Bhutan taken out in the name of Engineer or into Bank Guarantee in favour of the PHPA-I issued by the Banks of Bhutan in the Proforma included in the Contract valid till the end of Defects Notification Period. Retention Money recovered from the Interim Payment Certificates shall be released on quarterly basis.
10.	Clause 14.15 of PCC, Page 21		However, for the payment in Euros/US\$ (to be specified in LoA), up to 10% higher fluctuation in the exchange rate, as at the date when payment	However, for the payment in Euros/US\$, any higher fluctuation in the exchange rate, as at the date when payment becomes due, shall be borne / absorbed by the Employer.



			<p>becomes due, shall be borne / absorbed by the Contractor.</p> <p>And, for lower exchange rate fluctuation or for increase beyond 10%, as at the date when payment becomes due, such reduced or additional amounts, due to foreign currency fluctuation, shall be certified by Engineer after examining the records provided by the Contractor and shall be credited to or paid by PHPA-I.</p>	
11.	Appendix to Tender (Contract Data), Section III of PCC, sub clause 8.7, Page 24	Milestones	Interdependent Milestones	Contract Milestones
12.	Appendix to Tender (Contract Data), Section III of PCC, sub-clause 8.7, Page 24	Duration of Contract Milestone - MS-1: Piling work at National Highway (NH) from RD 80m D/S to RD 150m D/S	6 months	8 months
13.	Appendix to Tender (Contract Data), Section III -PCC, sub-clause-8.7, Page 25	MS-4, Completion of Work as a Whole	22 months or as per approved construction schedule.	22 months
14.	Appendix to Tender (Contract Data), Section III of PCC, Page 25	Delay Damages for delay in completion of Interdependent Contract Milestone.	“0.02% (zero-point zero two percent) of the Accepted Contract Amount per day of delay for each of Interdependent Contract Milestones (MS-1, MS-2, MS-3 and MS-4)”.	0.02% (zero-point zero two percent) of the Accepted Contract Amount per day of delay for each of Contract Milestones (MS-1, MS-2 and MS-3).
15.				



16.	Clause 4.4.2, section b.4 of TS, Page 60	Equipment	The use of an oscillator to insert and withdraw temporary casings is not permitted.	The use of any type of retrieval method which is disturbing the casted pile, reinforcement and nearby rock mass is not permitted.
17.	Clause 4.5 of Section B.4 of TS (<i>Second para after sub clause 9</i>), Page 61	PILE BORING	The uniaxial compressive strength of rock samples, used for accounting is to determine during the base line report by Unconfined Compression Test. In case of unfavourable foliation orientations (if contractor points) or some discretion with UCS test, empirical formula indicated below shall be used (if required).	The uniaxial compressive strength of rock samples, used for accounting is to be determined by point load test. Conversion factors to get UCS value is to be established as per relevant Clause of the Technical Specifications.
18.	Clause 4.5 of Section B4 of TS (<i>last para after sub clause 9</i>), Page 61	PILE BORING	The point load tests as well as the uniaxial compressive strength tests shall be conducted in a manner such that the specimen may be placed in the apparatus with its foliation perpendicular to the test direction, as far as possible.	The point load tests as well as the uniaxial compressive strength tests shall be conducted in a manner such that the specimen may be placed in the apparatus in the direction of drilling, as far as possible.
19.	Clause 4.9.2 of Section B4 of TS, Page 64	Tolerances	For piles the actual vertical alignment of the constructed pile shall not deviate from the true vertical by more than 0.5% of the depth.	For piles the actual vertical alignment of the constructed pile shall not deviate from the true vertical by more than 1% (1:100) of the depth of pile.
20.	Clause 4.9.3 of Section B4 of TS, Page 64	Tolerances	The actual pile centre point shall not deviate from the required centre point as shown on the drawings by more than 20mm	The actual pile centre point shall not deviate from the required centre point as per the provisions of BS EN 1536:2020.



21.	Clause 5.5.1.3 of Section B5 of TS (after the table), Page 73	Concrete Mixed Design-General	As per design mix approved by Engineer	In accordance with IS Standards and/or/ACI Manual of Concrete Practice, the Contractor shall determine the mix proportions for the designated classes of concrete and submit the optimized mix proportion along with test reports of mix and ingredient materials to the Engineer for approval”.
22.	Item No. 1 of Part A of BoQ, Page 2	Mobilization of Drilling Rigs with all related accessories for piling work	-	The rate quoted for this Item shall not exceed 5% of the overall Bid Price quoted by the Bidder.
23.	Item No. 3 of Part D of BoQ, Page 5	Earthwork for installation of Main support measures	Filling available excavated earth (including boulders) in open areas, in layer sand consolidating each deposited layer by ramming and watering for construction of working benches, lead up to 5km.	Filling available excavated earth (including boulders) in open areas, in layer sand consolidating each deposited layer by ramming and watering for construction of working benches, lead up to 9 km.
24.	Annexure 2, Section III of PCC, Page 29	Weightage for Price Adjustment formula	-	Table amended and enclosed as Attachment No. 6 hereof.

