AMENDMENT NO. 1

Name of Work: Construction of RCC Structure (Package-3A) of Wing-1, 12, 13 & 14 of Hostel Building and connected retaining wall for the project “Construction of Mega Hostel for NIT, Calicut” at NIT, Calicut (Near Kattangal Junction)

NIT NO. SRO/MKT/TH/212 dtd. 17.07.2013

Additional conditions of the contract is amended.

All other terms & conditions of the tender shall remain unaltered.
ADDITIONAL CONDITIONS OF CONTRACT (AMENDED)

1. Commencement and Completion of Project: The date of start of contract shall be reckoned from the date of issue of letter / telegram / FAX of intent and the total work has to be completed in 7 (Seven) Months in accordance with table of milestone.

2. Tender Documents: Following documents shall form the part of contract Documents and the tenderer shall submit these documents along with the other documents mentioned elsewhere in the tender:
   a) Notice inviting the Tender
   b) Addendum to Instructions to Tenderers.
   c) Letter of Undertaking
   d) Form of Tender
   e) Memorandum
   f) Additional conditions of Contract (Amended)
   g) Client Documents
   h) General Conditions of Contract – CPWD 2010
   i) Bill of Quantities
   j) All Addendum and Corrigendum
   k) Instruction to Tenderers and General Conditions of Contract (GCC) of EPI. This can be downloaded from EPI website at [www.epi.gov.in](http://www.epi.gov.in) >Tenders > GCC

3. Taxes and Duties:
   The rates quoted by the tenderer / contractor are inclusive of all taxes and duties except service tax. Service tax if applicable shall be reimbursed by EPI against documentary evidence. The relevant and required documents in respect of VAT assessment / service tax assessment for EPI for availing exemption / deductions by EPI are to be submitted along with each RA bill failing which the VAT Tax levied / suffered by EPI is to be borne by the contractor and will be recovered from the forthcoming bills. The bills are to be submitted in the format required under the respective tax acts indicating input tax.

4. All men, materials except item mentioned in Annexure – A, machinery, tools and plants, infra-structure, resources etc., as required for execution of ‘Works’ shall be provided and arranged by contractor for their portion of work. The amount/price quoted in their offer by contractor to EPI includes all charges, all direct and indirect cost of works, materials, labour, plant & equipment, all taxes, duties, levies, royalties, octroi, entry tax, VAT, WCT/TOT, service tax, labour welfare cess etc., all transportation charges including for cartage of issue material, electricity and water charges, site offices expenses, labour camp, bank guarantee charges, insurance charges, EPF/CPF/ Statutory contributions, preparation of all required design & detailed engineering and all required drawings etc., other expenses whatsoever, incurred on execution, completion and maintenance of the ‘Works’ as per ‘Tender Documents’ and their own overheads and profit etc. Contractor shall comply with all the requirements laid down as per ‘Tender Documents’ as per terms, conditions, specifications, drawings, documents etc. given in the ‘Tender Documents’ for the completion, handing over, maintenance period etc. for the project.

5. Cement (in bags) and reinforcement steel (coiled, uncoiled, straight or bent) shall be procured by EPI directly from the Manufacturer / Dealer and shall be issued to the contractor.
In case, the Cement is kept unutilized for more than three (3) months, the cost of such quantum of material shall be recovered from the next RA bill even if the same are not consumed in the work.

No wastage is permissible for cement and admixture and cost towards consumption/wastage if any shall be recovered at actual cost/rate of procurement of these. However, Permissible wastage for reinforcement steel shall be 0.5% (Zero point five percent) calculated on theoretical consumption. Any wastage beyond this permissible limit for reinforcement steel shall be recovered at actual cost / rates of procurement by EPI. The Contractor shall take all measures to minimize wastage / generation of cut piece reinforcement steel and shall return all the cut pieces to EPI.

Unloading, proper storage of all the materials procured by EPI and issued to Contractor shall be the responsibility of the contractor. In case contractor fails to take action for unloading or proper storage of material brought to site by EPI, the same shall be arranged by EPI at the risk and cost of contractor. In case there is delay in supply of material by EPI, the contractor will have no claim on its account. In case of non-supply of materials by EPI due to any reason, the Contractor may be permitted to procure the materials with the prior written approval from EPI without any claim on EPI.

The contractor shall submit RA Bills / Pre-Final / Final Bill along with the reconciliation statement of materials and no payment shall be released to the contractor in absence of such documents. Excess consumption shall be recovered at the rates mentioned elsewhere in the contract.

Consumption of materials shall be calculated as per the provision of contract / specification / standards and the contractor shall solely be responsible for any additional or less consumption of materials. In case material is consumed less than that calculated as per the co-efficient of consumption as per the contract / relevant specification / CPWD Norms, the contractor shall identify the portion of work / whole work where material consumed is less than that specified above and dismantle such work and redo the same at his own cost.

An amount equal to 75% of the cost of shuttering material including props as assessed by the Engineer-in-Charge on the basis of purchased documents, prevailing market rates etc. brought to the work site by the contractor and found useful for the work may be given to the contractor, if requested by him in writing, within one month of bringing such materials by him at the site. The amount so paid to the contractor shall be recovered by EPI from his running bills @ Rs. 150.00 per sqm of work done in maximum 5 (Five) installments. The contractor shall remain bound to keep such material for which the afore-stated payment has been made to him.

In case contractor fails to identify the work where material has been consumed less than that specified in the contract / relevant specification / CPWD Norms, EPI/Client shall take decision to identify the portion of work / whole work and it shall be the binding on the contractor to dismantle and redo the work as identified by EPI/Client. Failure on the part of contractor to take action in this regard, EPI/Client shall take action to dismantle such work and redo the same at the risk and cost of contractor.

Requisition for issue of material to be submitted to EPI atleast 15 (fifteen) days in advance and the contractor shall make close co-ordination with EPI officials in this regard till material is received at site. Non-issuance of material by EPI shall not be the reason for extension of time.
6. In the event of award of "Works", Contractor shall submit to EPI, Bank Guarantees from a Nationalised Bank / Scheduled Bank towards Security Deposit cum performance guarantee @ 5.0% of the contract value of the accepted tender within 15 days from the date of LOI as per the EPI format enclosed and BG shall be valid upto the defect liability period i.e. 24 (Twenty Four) months from the date of taking over the project with claim period of 6 months. In case the contractor fail to furnish the security deposit cum performance guarantee within 15 days from the date of LOI, EPI may revoke the LOI and forfeit the EMD submitted by the contractor.

7. The final bill payment to the Contractor shall be released only after receipt of corresponding payment from client and when Contractor submits Sales Tax /VAT clearance certificates, EPF clearance certificate, all other clearances, approvals, certificates etc. as per agreement of EPI with the client for the "Works" and as per statutory requirement.

The Contractor shall have no claim on EPI in case the payments are delayed by the client due to any reason whatsoever.

8. Mobilization Advance, Mobilization advance up to maximum of amount with interest as mentioned in the “Memorandum” shall be paid to the Contractor on submission of an irrevocable and unconditional Bank Guarantee equivalent to 110% of the amount (subject to the maximum value as mentioned in the ‘Memorandum’).

9. The Contractor shall be fully responsible to complete the "Works" in workmen like manner to the satisfaction of Client and EPI by maintaining high standard of quality and precision as per 'Tender documents', Agreements, Terms & Conditions, Specifications, Drawings etc., within the contractual completion period and within their quoted rates/amount. In case Client reduces or increases scope of work related to Contractor’s portion of work, the same shall be binding on the Contractor. In case there is a reduction in the rates of EPI arising out of such transaction or enlargement of EPI’s rates pertaining to the Contractor’s portion of work, the contractor shall remain bound to execute the works at the rates reduced or enlarged proportionately.

10. In case the project execution is delayed beyond the contractual scheduled completion period due to reason attributable to the Contractor, the staff and site office expenses of EPI for extended period shall be paid by the Contractor to EPI at the rate of Rs. 50,000/- (Rupees Fifty Thousand only) per month. This shall be in addition to the facilities provided by the CONTRACTOR to EPI and the Liquidated Damages/ Compensation for delay/ Penalties etc. if any, levied by Client. The decision of EPI in this regard shall be final & binding on the Contractor.

11. The Contractor shall be responsible for timely completion of the "Works" within the contractual completion period. Total Liquidated Damages/Compensation for delay, if any imposed /deducted from EPI’s bills by Client shall be recovered from Contractor’s bills or other dues. Otherwise, Liquidated Damages / Compensation for delay shall in general be governed by the relevant clauses of GCC.
12. Issues related to interpretation and claims, if any, related to Contractor’s scope of work, arising out of contract between EPI and Client shall be referred with full justification by Contractor to EPI for settlement with Client including arbitration with Client, if inescapable, and outcome of such a settlement shall be binding on Contractor. EPI at its option may associate the Contractor in the above process of settlement for Contractor’s portion of work. The cost & expenses on arbitration with Client shall be shared by EPI and Contractor in proportion of Contractor’s offer and EPI’s mark up towards its overheads & profits. In case the award/settlement with the Client is in favour of EPI, ninety percent of the award/settlement amount shall be shared between EPI and Contractor in proportion of Contractor’s contract price with EPI and EPI’s mark up towards its overheads & profits. The balance ten percent of the award/settlement amount shall be retained by EPI towards its administrative charges. In case the award/settlement is against EPI, the entire damages/counterclaims imposed, if any, shall be borne by Contractor alone and the Contractor shall have no claim whatsoever against, EPI in such a settlement. Further, EPI shall have no liability towards any claim of the Contractor, which are not paid by the Client.

13. The Contractor shall plan and execute the “Work” in his scope of work in such a manner that the other works, connected with the “Works” of the Contractor, but not included in Contractor’s scope of work do not get affected / delayed.

14. Contractor shall ensure compliance with all Central, State and Local Laws, Rules, Regulations etc. as applicable or may be applicable during the course of execution, maintenance etc. of the “Works” and shall indemnify EPI against any claim or damages whatsoever on such accounts. The Contractor shall keep EPI indemnified at all times against infringement of any Patent or Intellectual Property rights.

15. The contractor shall make necessary safety arrangements at site including as mentioned in GCC and always keep EPI indemnified against any injury, claim, loss or consequence whether minor, major or fatal. The contractor shall have no claim whatsoever on EPI on this account.

16. All the plant & machineries required for execution of the project are in the scope of the Contractor and the same are to be mobilized at site immediately.

17. The bid should be submitted in original documents as issued by EPI or as downloaded from the website www.epi.gov.in or www.eprocure.gov.in. No alteration or correction should be made under any circumstances in the bid documents issued by EPI or as downloaded from the website.

18. If there are any provisions / conditions in these Additional Conditions of Contract (Amended), which are at variance with the provisions / conditions of General Conditions of Contract of EPI / Client or mentioned elsewhere in the tender, the provisions / conditions in these Additional Conditions of Contract shall take precedence.

19. The rate quoted by the Contractor is inclusive of constructing temporary approach road to site, fencing, etc. as required for completion of work.

20. The contractor shall have to execute the work in pace and in such a way to facilitate agencies engaged simultaneously for execution of other works required for completion of the Structure / Building. No claim shall be entertained due to work being executed in the above circumstances.
21. Contractor can draw water from the open well located at the site premises. However, no claim by the Contractor shall be entertained in case water is not available in that well and Contractor shall make their own arrangement for getting water.

22. Construction power required by the contractor in execution of works under their scope from the local Electricity Board or may have their own diesel power generating set. However, EPI in the interest of work but without having no delegation to do so may arrange against the work done by them.

23. The contractor may submit the running bills against the work done by him duly supported by the detailed measurements as certified by the Engineer-in-charge (EIC) or any person as nominated by him for this purpose. EPI on receipt such running bill from the contractor, in the interest of work but without any binding to do so shall release an amount equal to 85% of the bill value after making an approximate assessment. The balance payment shall be released after checking the detailed measurement.
CONSTRUCTION OF RCC STRUCTURE (PACKAGE-3A) OF WING-1, 12, 13 & 14 OF HOSTEL BUILDING AND CONNECTED RETAINING WALL FOR THE PROJECT "CONSTRUCTION OF MEGA HOSTEL FOR NIT, CALICUT" AT NIT, CALICUT (NEAR KATTANGAL JUNCTION)

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Rate (Rs.)</th>
<th>Amount (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CONCRETE WORKS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - Work with all leads and at all levels</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1.1.1</td>
<td>1:5:10 (1 cement: 5 Coarse sand : 10 graded stone aggregate 40mm nominal size)</td>
<td>176</td>
<td>Cum</td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td>REINFORCED CEMENT CONCRETE</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2.1</td>
<td>Providing and laying in position machine batched, machine mixed and machine vibrated design mix cement concrete of specified grade for reinforced cement concrete work including pumping of concrete to site of laying but excluding the cost of centering, shuttering, finishing, reinforcement cement and Admixtures in recommended proportions as per IS 9103 to accelerate retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge. M-30 grade reinforced cement concrete by using 400kg of cement per cum of concrete</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2.1.1</td>
<td>Work with all leads and at all levels</td>
<td>4339</td>
<td>Cum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
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<tr>
<td>2.2</td>
<td>Centering and shuttering including strutting, propping etc. and removal of form for</td>
<td></td>
<td></td>
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<tr>
<td>2.2.1</td>
<td>Foundations, footings, bases of columns, etc.</td>
<td>530</td>
<td>Sqm</td>
<td></td>
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<tr>
<td>2.2.2</td>
<td>Suspended floors, roofs, landings, balconies and access platform, lintels, beams, plinth beams, girders, bressummers and cantilevers, Columns, piers, abutments, posts and struts, stairs including spiral staircase, Walls (any thickness) including attached plasters, buttresses, plinth and string courses etc.</td>
<td>26056</td>
<td>Sqm</td>
<td></td>
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<tr>
<td>2.3</td>
<td>Reinforcement for all R.C.C. work including internal carriage inside site premises, proper stacking, straightening, cutting, bending, supply of machine manufactured cover blocks &amp; GI binding wires, placing in position and binding, all complete as directed but excluding the cost of reinforcement steel</td>
<td></td>
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<tr>
<td>2.3.1</td>
<td>Thermal-Mechanically treated bars of grade Fe500D</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3.1.1</td>
<td>Upto 4th slab level (i.e upto roof slab of second floor)</td>
<td>384500</td>
<td>Kilogram</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3.1.2</td>
<td>Above 4th slab level (i.e beyond roof slab of second floor)</td>
<td>231500</td>
<td>Kilogram</td>
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</table>

Total | | | |