AMENDMENT NO. 1

Name of Work: Charges in providing labour in reinforcement for RCC work including straightening cutting bending placing in position and binding etc. all complete of Hostel Building and connected retaining wall for the project at all levels height upto 33m for "Construction of Mega Hostel for NIT, Calicut" at NIT, Calicut (Near Kattangal Junction)

NIT NO. SRO/MKT/TH/217 dtd. 27.08.2013

Revised Additional conditions of the contract & Memorandum are attached

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

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 – 9 (Nine) 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
   g) General Conditions of Contract – CPWD 2010
   h) Bill of Quantities
   i) All Addendum and Corrigendum
   j) Instruction to Tenderers and General Conditions of Contract (GCC) of EPI. This can be downloaded from EPI website at 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 at actuals.

4. All men, materials except items 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 his portion of work. The amount/rate quoted in his offer by contractor to EPI includes all charges, all direct and indirect cost of works, materials, labour, plant & equipment, labour welfare cess etc., all transportation charges including for cartage of issue material, electricity and water charges, site office 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. Reinforcement steel shall be procured by EPI directly from the Manufacturer / Dealer and shall be issued to the contractor. Reinforcement steel shall be issued as “free issue item” to the Contractor.

   Permissible wastage for reinforcement steel on account of cutting into pieces, lap pages etc. shall be 1.5% (One 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 Contractors 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.

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 (enclosed to GCC) and BG shall be valid upto 03 (Three) months from the date of completion of all works or due reconciliation of the materials issued vis-à-vis consumed and return of all excess materials, cut-pieces. Whichever is later. 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 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. The Contractor shall be responsible for timely completion of the “Works” within the contractual completion period. Otherwise, Liquidated Damages / Compensation for delay shall in general be governed by the relevant clauses of GCC.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.
17. If there are any provisions / conditions in these Additional Conditions of Contract, 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.

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

19. 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.

20. 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 his own arrangement for getting water.

21. Construction power required by the contractor in execution of works under his scope shall be provided by EPI at one point within the work site. The contractor has to make the required arrangements for subsequent distribution and consumption at his cost.

22. Payment terms:

Payment shall be released to the contractor in the flowing manner:

a) 75% of the amount proportionate to work executed by the contractor after due acceptance (i.e. after straightening, cutting, bending, placing in position over cover blocks and binding all complete shall be paid against fortnightly running bills duly supported by measurements as certified by a person authorized by the EIC to do so as interim payments.

b) 15% of the amount due to the sub-contractor against the total work executed by him shall be paid after pouring of the concrete against running bills duly supported by measurements as certified by a person authorized by the EIC to do so as interim payments.

All such payments as mentioned at a) and b) above shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound work to be rejected, removed, taken away and reconstructed or re-erected. A certificate given by the EIC or a person on his behalf relating to the work done or materials delivered forming part of such payment may be modified or corrected by any subsequent such certificate or by final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the contract specifications.

c) Balance 10% of amount due to the sub-contractor against the total work executed by him shall be paid within 15 days of submission of final bill and on return of all excess materials and cut-pieces after due reconciliation of the materials issued vis-à-vis consumed in the work. EPI, however, at any point of time and as a special case and without any precedence or dilution of any of its rights as per the terms and conditions of this work order or under the laws may release a part of the balance amount of 15% on a specific request of the sub-contractor under certain convincingly compelling circumstance. The sub-contractor, in any case, shall remain liable to rectify all the defects found during the defect liability period at his own cost and expenses. Nothing extra shall be paid to the contractor for rectification of defects, if any, found during the defect liability period is attributable to the sub-contractor.
However, the amount due to the contractor under clause 23(C) can be released to him against submission of bank guarantee of equivalent value valid till the expiring of defect liability period with a claim period of 6(Six) months thereafter.

23. The safety appliances like safety shoes, safety helmets (workmen category), safety belts, safety nets, goggles, safety gloves etc. shall be provided by EPI on returnable basis. The contractor shall remain liable to pay EPI the cost of such materials or any other item belonging to EPI and issued to him in case they are lost or damaged (except the normal wear and tear) by the contractor or any of his employees.

24. Quantity Variation:

There shall be no change in rates if the quantity varies upto +20% and to any limit on the negative side.
MEMORANDUM (REVISED)
(ENCLOSURE TO FORM OF TENDER)

REF. : Tender for charges in providing labour in Reinforcement for RCC work including straightening, cutting, bending, placing in position and binding etc. all complete of Hostel Building and connected retaining wall for the project at all levels (height upto 33m above FGL) for “Construction of Mega Hostel for NIT, Calicut” at NIT, Calicut (Near Kattangal Junction)

NIT No. : SRO/MKT/TH/217 dt.27.08.2013

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Cl. No.</th>
<th>Values / Description to be application for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>Name of Work</td>
<td></td>
<td>Charges in providing labour in Reinforcement for RCC work including straightening, cutting, bending, placing in position and binding etc. all complete of Hostel Building and connected retaining wall for the project at all levels (height upto 33m above FGL) for “Construction of Mega Hostel for NIT, Calicut” at NIT, Calicut (Near Kattangal Junction)</td>
</tr>
<tr>
<td>ii)</td>
<td>Owner / Client / Employer</td>
<td>CPWD, Project Zone, Calicut</td>
<td></td>
</tr>
<tr>
<td>iii)</td>
<td>Type of Tender</td>
<td>Item Rate Contract</td>
<td></td>
</tr>
<tr>
<td>iv)</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>Rs.8,00,000/- (Rupees Eight Lakhs Only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs.4,10,00,000.00 (Rupees Four Crores and Ten Lakhs Only)</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of work</td>
<td>NIT</td>
<td>09 (Nine) Months</td>
</tr>
<tr>
<td>vii)</td>
<td>Mobilization Advance</td>
<td>-</td>
<td>10% of Contract Value with interest, against irrevocable Bank Guarantee of 110% amount to be released in one or more installments as decided by EIC and submission of security deposit cum performance guarantee.</td>
</tr>
<tr>
<td>viii)</td>
<td>Interest Rate on Mobilization</td>
<td>-</td>
<td>At a simple interest rate of 12% (Twelve percent) per annum</td>
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<td>ix)</td>
<td>Number of installments for recovery of Mobilization Advance</td>
<td>-</td>
<td>As per GCC of EPI</td>
</tr>
<tr>
<td>x)</td>
<td>Schedule of Rates Applicable</td>
<td>-</td>
<td>As mentioned in the BOQ</td>
</tr>
<tr>
<td>xi)</td>
<td>Validity of Tender</td>
<td>-</td>
<td>90 (Ninety) days</td>
</tr>
<tr>
<td>xii)</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>-</td>
<td><strong>5.0% (Five Percent only)</strong> of Contract value in the form of Bank Guarantee from any Nationalised Bank within 15 days from the date of issue of letter / fax / telegram of Intent of tender. Otherwise EMD will be forfeited and LOI will stand cancelled.</td>
</tr>
<tr>
<td>xiii)</td>
<td>Retention Money</td>
<td>10.0</td>
<td>As mentioned at cl.no. 22 of Additional Conditions of Contract. In case EMD is deposited by the successful bidder in the form of DD, then the same shall be adjusted towards retention money.</td>
</tr>
<tr>
<td>xiv)</td>
<td>Time allowed for starting the work</td>
<td>43.0</td>
<td>The date of start of contract shall be reckoned after 7 (seven) days from the date of issue of telegram / letter / FAX of Intent of Tender.</td>
</tr>
<tr>
<td>xv)</td>
<td>Defect Liability Period</td>
<td>74.0</td>
<td>As mentioned at cl.no. 22 of Additional Conditions of Contract</td>
</tr>
<tr>
<td>xvi)</td>
<td>Arbitration</td>
<td>76</td>
<td>Arbitration shall be as per provisions of clause no. 76 of GCC. The venue of Arbitration shall be EPI, Chennai</td>
</tr>
<tr>
<td>xvii)</td>
<td>Jurisdiction</td>
<td>76.3</td>
<td>Courts in Chennai</td>
</tr>
</tbody>
</table>

**SIGNATURE OF TENDERER**

**NAME (CAPITAL LETTERS):** ___________________________

**OCCUPATION:** ___________________________

**ADDRESS:** ___________________________

**SEAL OF TENDERER**

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