Subject: Tender for “Construction of G+7 RCC Framed Structure tenements blocks with Bus bar rooms including internal water supply, sanitary, electrifications works in Chennai near Perumbakkam Phase - II – Reach -5- Balance work Valuing ₹28.93 Crs.


Addendum No.3

<table>
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<th>Sr. No</th>
<th>Reference</th>
<th>Instead of</th>
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<tbody>
<tr>
<td>1</td>
<td>ACC Clause 10 Of Vol-II of tender documents</td>
<td>Taxes &amp; Duties: Clause no 13 of GCC stands amended as per below.</td>
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<td>1</td>
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<td>1. The bidder/Contractor must be registered with GST and should have valid GSTIN number.</td>
<td>1. The Contractor must be registered with GST and should have valid GSTIN number in the concern state.</td>
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<td>1</td>
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<td>1.1. The bidder/contractor must submit as an compliances of GST Act, the invoices in GST compliant format failing which the GST amount shall be recovered/adjusted by EPI without any prior notice from the next invoices or available dues with EPI.</td>
<td>2. The contractor must submit in compliance of GST Act, the invoices in GST compliant format, failing which the GST amount shall be recovered/adjusted by EPI without any prior notice, from the next bills or from available dues with EPI.</td>
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<td>1.2. The bidders/Contractors are requested to update/upload the GST/Taxes data periodically so as to avail ITC credit by EPI failing which it shall be recovered/adjusted by EPI without any prior notice from the next invoices or available dues with EPI.</td>
<td>3. The contractor must upload returns in the GST periodically so as to avail ITC credit by EPI failing which the GST amount shall be recovered/adjusted by EPI without any prior notice from the next bills or from available dues with EPI.</td>
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<td>1</td>
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<td>1.3. Rates quoted in this tender are inclusive of all taxes, duties, Levies, cess, duties etc. excluding GST(GST as applicable shall be released upon submission of documentary evidence of payment made towards GST).</td>
<td>4. Rates quoted in this contract are inclusive of all taxes, duties, Levies, Cess etc. including GST, Labour Cess etc as applicable.</td>
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<td>1.4. Bidder while quoting the rates</td>
<td>5. In case of any reduction in rate of GST or other taxes in feature or the project getting exemption status prior to the last date of bid submission or afterwards, the subcontractor shall pass on the</td>
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in the tender must also consider the ITC credit applicable for the works, if any. Benefit to EPIL immediately, failing which EPIL shall have right to recover the differential amount from the amounts due to the subcontractor. Further, in case of any increase in rate of GST or other taxes in future or the project losing exemption status prior to last date of bid submission or afterwards, the said increase of taxes shall be paid/reimbursed to the subcontractor, subject to the condition that the reimburses the said increased taxes to EPIL.

Bidder while quoting the rates in the tender must also consider the ITC credit applicable for the works, if any.

6. Labour cess @ 1% of value of work, as applicable on date as per the directions of Government of Tamil Nadu, is included in the quoted rates. Contractor must submit documentary evidence in compliance/payment of labour cess failing which EPI shall deduct the same from the bills and deposit with statutory authorities.

7. Royalty Charges: Royalty charges as applicable are included in the quoted rates. Contractor must submit documentary evidence in support of payment of Royalty charges to the Government, failing which the same will be recovered as per rules from the work bills of the contract, based on the theoretical requirement of material as per the rates decided by Govt. time to time, and deposit the same with statutory authorities.

| 2. | ACC Clause 11 Of Vol-II of tender documents. | **Price Escalation/ Adjustment:** GCC Clause 16.0 stands good. Prices shall remain firm and fixed for the entire duration of the contract. No escalation on prices | **Price Escalation/Adjustment stands amended below:** GCC Clause 16.0 stands Amended under: Escalation, if any, payable under the |
| 3. | ACC Clause No.12 of Vol-II of tender documents. | **Mobilization Advance:**  
Clause 8.0 of General Conditions of Contract (GCC) stands deleted. | **ACC Clause:12 Mobilization Advance** stands amended as under:  

**GCC Clause No.8 is applicable:**  
8.1 Mobilization advance up to maximum of amount as mentioned in the “Memorandum” to the “Form of Tender” shall be paid to the Contractor on submission of non-revocable and unconditional Bank Guarantee of an equivalent amount in case of interest free Mobilization Advance or for an amount equal to 110% of the Mobilization Advance in case of interest bearing Mobilization Advance, from a Nationalized Bank/Scheduled Bank as per the enclosed Performa subject to conditions given hereunder. The Mobilization Advance shall be at the Interest Rate as mentioned in the “Memorandum” to the “Form of Tender”. This advance shall be paid in three installments as follows: -  
   i) First Installment of fifty percent of total mobilization advance shall be paid after fulfillment of the following: |
conditions: a) Signing of the agreement. b) Submission of Security Deposit cum Performance Guarantee as per Clause No. 9.

ii) Second installment of twenty five percent of total mobilization advance will be paid after the setting up of site office and providing facilities to EPI as per contract, and completion of enabling works required for taking up the construction. These include construction of store, labour hutments, etc.

iii) The balance twenty five percent of total mobilization advance shall be paid on mobilization of manpower, plant & equipment etc. to the satisfaction of Engineer-In-Charge of EPI.

8.2 The Advance shall be recovered on monthly installment basis. The installments shall commence when 20% of the scheduled contract period has elapsed and fully recovered when 80% of the scheduled contract period is over, both from date of start. (The month of start & completion of recovery of mobilization advance to be rounded off to nearest full month).

8.3 Part ‘Bank Guarantees’ (BGs) against mobilization advance shall be furnished in as many numbers as the number of recovery installments as given in “Memorandum” to the “Form of Tender” and should be equivalent to the amount of each recovery installment. At any point of time, if the Contractor’s payable amount on account of work done is not available with EPI or the amount payable is less than the recovery installment, recovery of such advance shall be effected by encashing the BG of equivalent recovery amount. The decision of
EPI in this regard shall be final and binding on the Contractor. The validity period for the part BGs shall be till three months after the end of the month in which instalment is due to be recovered with further three months claim period.

8.4 In case recovery of Mobilization Advance is delayed, interest shall be charged @12% (Twelve percent) per annum on delayed recoveries due to late submission of bills by the Contractor or due to delayed encashment of Bank Guarantee, as stated above or due to any other reasons whatsoever.

8.5 Contractor is required to furnish the Utilization Certificate for each installment of mobilization advance to the satisfaction of Engineer-In-Charge. Subsequent installments of mobilization advance shall be released only after getting satisfactory utilisation certificate from the Contractor for the earlier released installment.

8.6 Notwithstanding what is contained in aforesaid clauses, no mobilization advance whatsoever shall be payable, if payment of mobilization advance is not mentioned in the “Memorandum” to the “Form of Tender”.

Revised Memorandum attached at Annexure-‘A’.

4 security deposit cum performance guarantee:
security deposit cum Performance Guarantee:
Clause 9.0 of GCC stands amended as below:
“Security Deposit cum Performance Bank Guarantee in the form appended, from any Nationalised bank / Scheduled Bank equivalent to 1.5 % (One point five percent only) of the Contract Value for the due and proper execution of the contract. This bank guarantee shall remain

Security Deposit cum Performance Guarantee:
Security Deposit cum Performance Guarantee:
GCC Clause 9.0 stands amended as below:
“Within 10 (ten) days from the date of issue of letter of Intent or within such extended time as may be granted by EPI in writing, the Contractor shall submit to EPI a Security Deposit cum Performance Bank Guarantee in the form appended, from any Nationalised bank / Scheduled Bank equivalent
<table>
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<tr>
<th>Clause No.45 of GCC of Vol-I of tender documents</th>
<th>Clause GCC No: 45</th>
<th>ACC Clause 23: GCC Clause No: 45 stands amended to following extent: Cement and reinforcement steel shall be procured by EPI directly from the Manufacturer / Dealer and shall be issued to the contractor and the actual cost of material (total quantity) shall be recovered from the next RA Bills of contractor. Permissible wastage / excess consumption of cement and reinforcement steel calculated as per CPWD specification shall be recovered at actual cost / rates of procurement by EPI and any wastage beyond this permissible limit shall be recovered at double the market rates. Unloading, proper storage of all the materials procured by EPI 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</th>
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<td><strong>The Contractor shall, at his own expense, provide all materials, required including Cement &amp; Steel for the works.</strong></td>
<td><strong>Cement and reinforcement steel</strong> shall be procured by EPI directly from the Manufacturer / Dealer and shall be issued to the contractor and the actual cost of material (total quantity) shall be recovered from the next RA Bills of contractor. Permissible wastage / excess consumption of cement and reinforcement steel calculated as per CPWD specification shall be recovered at actual cost / rates of procurement by EPI and any wastage beyond this permissible limit shall be recovered at double the market rates. Unloading, proper storage of all the materials procured by EPI 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</td>
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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.

All provisions under GCC Clause 45 except those applicable to cement & steel, remain unchanged.

| 6 | Clause No.14 of ACC of Vol-II of tender documents. | Secured Advance: Clause no.35.0 of General Conditions of Contract (GCC) stands deleted. | Secured Advance: stands amended as under: GCC Clause No: 35 is applicable as below: Interest free secured advance up-to a maximum of 75% (seventy five percent) of the Market Value of the materials or the cost of materials as derived from the tendered item rate of the Contractor, whichever is less, required for incorporation in the permanent works and brought to Site and duly certified by EPI Site Engineer shall be paid to the Contractor for all non-perishable items as per CPWD/MORTH (as the case may be) norms. The advance will be paid only on submission of Indemnity |
7. **ACC Cl. No.24** 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.

All other terms & conditions shall remain unchanged.

The above shall form the part of tender documents.

ED (Contracts)

23.06.2018