

ADDENDUM

Balance Civil Engineering Works for Health Centre at Pedagantyada in Visakhapatnam –
Specification No.VSP/SS/MHC-002

LETTER OF SUBMISSION OF TENDER :

Sl. No.	Clause amended/added	Description (existing)	Description (amended/added)
1	Page No.5 – 2 nd para	for the sum of Rs. _____ (Rupees _____) at the respective rates mentioned in the BOQ	for the sum of Rs. (as indicated in the <u>quote sheet</u>).

INSTRUCTIONS TO THE TENDERER

Sl. No.	Clause amended	Description (existing)	Description (amended/added)
1	Page No.6 Clause-1	Name of the work	Name of the work : Balance Civil Engineering Works for Health Centre at Pedagantyada in Visakhapatnam – Specification No.VSP/SS/MHC-002
2	Page No.6 – Clause No.1	Not later than 14.30 Hrs. (IST) and date _____	not later than 14.30 Hrs.on 26.02.2010
3	Page No.6 – Clause No.2.1	Lumpsum amount of Rs. _____ as EMD.	Lumpsum amount of Rs.75,000/- as EMD.
4	Page No.7 Clause No.3.6.2(c) of ITT	No existing clause	Tenderer shall submit duly filled in check list for BG as per Appendix-9 (enclosed) along with their offer in Envelope-1
5	Page No.12 – Clause No.15.1	14.30 Hrs (IST) on _____	14.30 Hrs. (IST) on 26.02.2010
6	Page No.13 – Clause No.17.1	The successful tenderer is to submit Bank Account Details for E-Payment as per enclosed format as per Appendix-7, duly signed by Authorised signatory of Bank.	Payments under the contract shall be released through E-Payment system only. The successful tenderer is to submit Bank Account Details for E-Payment as per Enclosed format as per Appendix-7 enclosed duly signed by Authorised signatory of Bank. Once the successful tenderer submits the above details for receipt of payment through a particular branch of a bank, further change of branch / bank for receipt of E-Payment shall be permitted by the employer only if the request of the contractor for the same is accompanied by a written consent from the same branch from which the format for E-Payment, duly signed is initially submitted.

ARTICLES OF AGREEMENT :

Sl. No.	Clause amended/added	Description (existing)	Description (amended/added)
1	Page No.15 – Clause-3	Shall be from the date of issue of Fax LOA / Detailed LOA	Shall be from the 10 th day of issue of Fax

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GENERAL CONDITIONS OF CONTRACT:

Sl. No.	Clause amended/added	Description (existing)	Description (amended/added)
1	Clause 10.13, Pg-35	Deductions per workman deployed- Existing	Deductions per workman deployed- As per enclosed table.
2	Clause No.11 Pg-36	Construction Water	Deleted
3	Clause No.12 Pg-36	Construction Power	Deleted
4	Page No.51 – Clause No.25.3	Release of “On account Payments”: The Employer shall release the payment to the contractor no interest shall be paid on any delay in payment of “On Account Bill”. All “On-Account” against the Final Bill payment. In respect of payment made through Electronic Fund Transfer Failing which it shall be presumed that the funds have reached to their bank account and no claims will be entertained after the said Ten (10) days.	Release of “On account Payments”: The Employer shall release the payment to the contractor no interest shall be paid on any delay in payment of “On Account Bill”. All “On-Account” against the Final Bill payment. Payment shall be made through Electronic payment system only. The supplier/contractor should intimate discrepancies, if any, within Ten (10) days from the date of receipt of intimation letter of payment to them, failing which it shall be presumed that the funds have reached to their bank account and no claims will be entertained after the said Ten (10) days.
5	Page No.55 – Clause No.28.7	No existing clause	The Arbitrator’s fee, expenses and all other costs and other expenses relating to the holding of arbitration shall be borne by both the parties equally. However, the fees and expenses of the advocates and expenses relating to the presentation of witnesses shall be borne by the respective parties. Should the arbitrator give specific award in respect of costs then it would prevail.
6	Appendix-7,Pg-66	Existing	As per enclosed format
7	Clause No.21.3 – Page No.46	Valuations of Variations and power of the Engineer to Fix rates: The Engineer shall determine the amount profit including overheads shall not exceed ten percent (10%) of the direct cost. Provided also that no increase of the fixing rate by the Engineer/ Consultant.	Valuations of Variations and power of the Engineer to Fix rates: The Engineer shall determine the amount profit including overheads shall not exceed ten percent (10%) of the direct cost. <i>However, where the extra work ordered on the contractor is outsourced in full and the contractor claims rate for such extra work on “cost plus” basis, the cost element on account of profit including overheads payable in such situation would be limited to 5% (five percent only) of the direct cost.</i> Provided also that no fixing rate by the Engineer/ Consultant.

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8	Page No.48 Clause No.23.3 Appendix-8	Rate of entitlement of ITC - 1.61%	Rate of entitlement of ITC - 1.44%
9	Appendix-8,Pg-48	Rate of entitlement of ITC -10.11 %	Rate of entitlement of ITC - 9.94 %
10	Clause No.24.3	No existing clause	The Employer shall be entitled to recover along with applicable rate of interest all costs, charges, damages or expenses which the Employer may have paid and for which the Contractor is liable under the Contract, by appropriating in part or whole, the security deposit furnished by the contractor. In the event of Security deposit being insufficient, the balance shall be deducted from any sum by then due or which at any time thereafter may become due to the Contractor under this or any other Contract with the Employer. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the Employer on demand, the remaining balance due along with applicable rate of interest by means of a demand draft drawn in favour of the Employer. The rate of interest applicable in such case shall be 17% p.a. as of now. However, rate of interest chargeable at the time of actual recovery shall be as updated by the Employer on annual basis.
11	Clause No.14 of Appendix-3	No existing clause	Issuance of this Bank Guarantee may also be got confirmed from our branch/ office/higher Authority as per the name & address mentioned below:

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Clause No. 10.13, Page-35 of GCC – Deductions per workman deployed

Sl. No.	Component	Recovery amount per labour per every WORKING DAY (in Rs.) (Ro)			To be released when
		UN-SKILLED (Rs. Ps.)	SEMI-SKILLED (Rs. Ps.)	SKILLED (Rs. Ps.)	
01.	Notice Pay	14.63	18.40	22.18	After the Contractor makes payment to the workers in the presence of Engineer and CLC representatives . A certificate to this effect is to be enclosed with pre-final bill. (to be paid with pre-final bill)
02.	Retrenchment compensation	7.31	9.20	11.09	
03.	Leave with wages	9.00	11.33	13.65	
Sub-Total		30.94	38.93	46.92	
04.	Bonus	12.71	12.71	12.71	After the Contractor makes payment to the workers in the presence of Engineer and CLC representatives . A certificate to this effect is to be enclosed with RA bill/pre-final bill. (to be paid with RA bill / pre-final bill as and when paid by the Contractor)
Grand Total		Rs.43.65 Ps	Rs.51.64 Ps	Rs.59.63 Ps	

SPECIAL CONDITIONS OF CONTRACT FOR CIVIL WORKS:

Sl. No.	Clause amended	Description (existing)	Description (amended/added)
1	Clause No.2.2, 3.1 & Annexure-I Pg-2	No existing clause	4. Cement: Issued at Employer's Stores
2	Clause No.3.14(a) – Pg-4	Rupees..... per MT for reinforcement steel	Rs.67,790/- (Rupees Sixty seven thousand seven hundred ninety only) per MT for reinforcement steel
3	---do--- Pg-4	Rupees..... per MT for structural steel	Rs.76,872/- (Rupees Seventy six thousand eight hundred seventy two only) per MT for structural steel.
4	Clause No.3.14(b) – Pg-4	Where the contractor returns the scrap..... shall be credited with the value of the scrap at the rate of Rs.....	Where the contractor returns the scrap..... the value of the scrap at the rate of Rs.6,435/- (Rupees six thousand four hundred thirty five only) per MT.....

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SPECIAL CONDITIONS OF CONTRACT FOR CIVIL WORKS:

5	Clause No.3.16 – Pg-4	No existing clause	3.16(a) ACCOUNTING OF CEMENT: All cement issued by the Employer shall be accounted for and surplus cement must be returned by the contractor in good condition as certified by the Engineer to Employer's stores. The accounting of cement shall be based on the norms of design mix plus upto 5% (five percent) towards wastage for items where cement used is based on design mix. Where design mix is not followed the accounting shall be based on norms (includes wastages) stipulated in the special conditions of contract. 3.16(b) The penal recovery for unaccounted cement shall be at the rate of : Rs.6,010/- per MT (Rupees Six thousand ten only) per MT. 3.16(c) CONTAINERS: The containers of all materials supplied free by the Employer need not be returned by the contractor. The tendered rates shall take into account the realisable values.												
6	Clause No.5.2 of Pg-5 & Annexure-4 of Pg-19	Hire Charges for the construction equipment	Deleted												
7	Clause No.8 Pg-6 & Para-III of Annexure-6 – Pg-22	Price Variation on Materials	Deleted												
8	Clause N0.12, Pg-8 of SCC reg. ACCEPTANCE OF LOW STRENGTH CONCRETE shall be read as follows: In case concrete strengths fall below the compliance requirement as per Table-11 of IS:456-2000, either of the following may be adopted (a) In extreme or critical cases the Concrete shall have to be dismantled and redone at the Contractor's cost. Engineer/Consultant decision in this regard shall be final and binding on the Contractor. (b) Remedial measure as approved by the Engineer/Consultant shall be carried out at the Cost of the Contractor. (c) Where no remedial measures are considered necessary and the concrete below the compliance requirement strength is accepted by Engineer/ Consultant, the payment will be made as under: <table border="1"> <tr> <td>i)</td><td>Above 90% and upto 100% of compliance requirement.</td><td>:</td><td>15% below the agreed rates for that particular batch.</td></tr> <tr> <td>ii)</td><td>Above 80% upto and including 90% of compliance requirement.</td><td>:</td><td>45% below the agreed rates for that particular batch.</td></tr> <tr> <td>iii)</td><td>Above 60% upto and including 80% of compliance requirement.</td><td>:</td><td>70% below the agreed rates for that particular batch.</td></tr> </table>			i)	Above 90% and upto 100% of compliance requirement.	:	15% below the agreed rates for that particular batch.	ii)	Above 80% upto and including 90% of compliance requirement.	:	45% below the agreed rates for that particular batch.	iii)	Above 60% upto and including 80% of compliance requirement.	:	70% below the agreed rates for that particular batch.
i)	Above 90% and upto 100% of compliance requirement.	:	15% below the agreed rates for that particular batch.												
ii)	Above 80% upto and including 90% of compliance requirement.	:	45% below the agreed rates for that particular batch.												
iii)	Above 60% upto and including 80% of compliance requirement.	:	70% below the agreed rates for that particular batch.												

APPENDIX-7**(Ref.Para-17.1 of Instructions to the Tenderer)****BANK ACCOUNT DATA FOR e-PAYMENT**

1. Supplier's/Contractor's code :
2. Option : RTGS/NEFT
3. Beneficiary's Details :
 - i) Name of the Beneficiary :
(maximum 35 characters)
 - ii) Bank Name :
(maximum 35 characters)
 - iii) Branch Name :
(maximum 35 characters)
 - iv) Account No. :
(maximum 35 characters)
 - v) Account Type :
Savings/Current/Over Draft
(mention Code No. also)
 - vi) Beneficiary Bank's IFSC Code :
(maximum 11 characters)

(Signature of Supplier's/Service Providers)

Name:

Design:

Certificate

Certified that the above particulars are found correct and matching with our records in respect of the above Beneficiary.

Sd/-

Branch Manager
Bank Seal

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CHECK LIST FOR BANK GUARANTEES

Name of the Work:

Tender Notice No. & Date:

Name of the Party submitting BG:

Name of the Bank issuing BG:

Branch issuing the BG:

BG No. & Date:

Valid upto:

		Yes/No
1	Is the BG as per the format of VSP given in Tender document?	
2	Is the BG issued by the specified category of Banks (Scheduled commercial Bank/Nationalised Bank etc. as specified in the tender/contract)?	
3	Is the BG executed on stamp paper of adequate value under the relevant state rules?	
4	Is the stamp paper obtained in the name of the bank issuing the BG?	
5	Is the date of sale of stamp paper prior to the date of the BG?	
6	Does the BG refer to the agreement/tender concerned with reference to which the BG is issued	
7	Does the BG bear the number, date and seal of issuing Bank?	
8	Is the BG signed on all pages?	
9	Whether the name, designation & code number of the officer/officers signing the BG are mentioned against the signature of respective officer/officers	
10	Whether the BG validity period is as per the requirement of tender/contract?	
11	Whether the BG format contains the details of the controlling office/high authority from which confirmation regarding issuance of BG may also be obtained	
12	Whether the BG is enforceable at Visakhapatnam and whether the address of the branch where BG can be enforced is indicated in the BG?	

Note: 1) The BGs are to be submitted to VSP, only when reply to all the above are 'Yes'.
2) Successful tenderer shall ensure that the above aspects are taken care while submitting BG towards Security Deposit.

Signature of the Tenderer
Date: