



**CIVIL & STRUCTURAL WORKS FOR BAGGING BUILDING, WAGON LOADING
PLATFORM, CONVEYOR GANTRY, INSTRUMENT AIR
PACKAGE, PIPE RACK & SUBSTATION BUILDING AT TALCHER FERTILIZERS LTD.,
ANGUL, ODISHA
NIT NO. : PNP/PC-183/E/201/NCB
AMENDMENT-III , Dated 19.05.2021**



SL. NO.	REFERENCE OF BIDDING DOCUMENT					Amended Entries
	Part/Sec./ Document No.	Page No.	Clause No. / Sl. No.	Description	Existing Clause	
1	PC-150 / E / 201 /S V	22 of 30	Clause No. 40.1	Mobilization Advance	Mobilization Advance: Not Applicable	<p>The existing clause is replaced with below mentioned New clause:</p> <p>Mobilization Advance:</p> <p>The CONTRACTOR shall be paid an interest bearing recoverable Mobilisation Advance on request, limited to maximum 10% (Ten percent) of the TOTAL CONTRACT PRICE (excluding GST) provided Bank Guarantee is submitted by the CONTRACTOR for 110 % of advance (including GST).</p> <p>The interest rate shall be at Marginal cost of fund based landing rate (MCLR) for Six Month charged by SBI (applicable on the date of disbursement of Mobilisation Advance) plus 2.0% per annum on reducing balance basis.</p>

					<p>The interest bearing Mobilization Advance shall be paid in two installments. The first installment of advance shall be maximum 50% of the Mobilisation Advance. Further the disbursal of second installment of balance amount can be made at the end of 3 months from the first installment but not earlier than 3 months from the date of disbursal of first installment.</p> <p>Mobilization Advance shall be paid subject to fulfillment of the following conditions:</p> <p>a) Unconditional Acceptance of Fax of Acceptance (FOA) by CONTRACTOR.</p> <p>b) Submission of Bank Guarantee(s) for 110% value of the said advance(s) including GST, valid for 15 months from date of FOA, as per format. The CONTRACTOR shall, at the request of the OWNER, suitably extend the validity of the Bank Guarantee (s) for such period or periods as may be required to fully recover the amount of the Advance Payment not recovered before the expiry of the validity of such Bank Guarantee, failing which, without prejudice to any other right or remedy available to the OWNER, the OWNER shall be entitled to encash the Bank Guarantee (s).”</p>
--	--	--	--	--	--

					<p>c) Submission of Bank Guarantee(s) by way of Contract Performance Security as stipulated in GENERAL CONDITIONS OF CONTRACT. The CONTRACTOR shall at the request of the OWNER extend the validity of the Bank Guarantee(s) for such further period or periods as may be required failing which, without prejudice to any other right or remedy available to the OWNER, the OWNER shall be entitled to encash the Bank Guarantee(s).</p> <p>Notes:</p> <ol style="list-style-type: none">1. The CONTRACT PRICE for the purpose of Contract Performance Security would be derived on date of CONTRACT and would not be revised except in case scope of work is altered.2. The advance paid to the CONTRACTOR shall be used only for execution of this CONTRACT. If it is found that the said advance has been utilised by the CONTRACTOR in whole or part for any other purpose, the OWNER may at its discretion forthwith recall the entire advance and without prejudice to any other right or remedy available to the OWNER, recover the same by recourse to any Bank Guarantee(s).
--	--	--	--	--	--

						<p>3. Mobilization Advance (principal plus interest) shall be recovered from the each Running Account Bills and shall be fully extinguished within 12 months from the date of disbursement of first instalment of advance. The percentage deduction from each RA bill shall be made @ 8.33%.</p> <p>Note 1: Further incase the certified RA bill is not sufficient to recover the Mobilisation advance due on that particular month, then the unadjusted balance will be recovered in the subsequent certified RA bill.</p> <p>4. Bank Guarantee furnished by the Contractor towards mobilization advance may be reduced quarterly subject to adjustment made from Contractors running bill. The BG against Mobilization advance shall be returned immediately after full recovery of advance.</p> <p>5. In case of termination of CONTRACT due to default by CONTRACTOR, advance Bank Guarantee shall be encashed and unadjusted advance payment recovery will become interest bearing (the interest rate shall be simple interest of Six Month MCLR + 5.25%) calculated from the date of disbursement of first installment of</p>
--	--	--	--	--	--	--

						<p>advance.</p> <p>Interest bearing Mobilization advance limited to 10% of Contract value shall be given, if asked by the Bidder, as indicated above.</p> <p>Successful Bidder to indicate their requirement as to the quantum of first installment of Mobilization Advance (not more than 5% of the contract price) and the second installment of Mobilization Advance such that first installment and the second installment add up to 10% of the CONTRACT PRICE.</p>
2	PC-150 / E / 201 /S- V	22 of 30 and 23 of 30	Clause No. 40.2 [(A (ii), B (v) and c(ii)]	<p>Running on Account Payment</p> <p>(A) For Civil Works:</p> <p>(B) For Structure Steel Work:</p> <p>(C) For all other items, if any</p>	Balance 5% shall be treated as retention money and shall be released at the time of Settlement of final bill.	<p>The entire clause is modified as below:</p> <p>Balance 5% shall be treated as retention money and shall be released at the time of Settlement of final bill or Alternately the upfront Bank Guarantee equivalent to the amount of cash retention @ 5% of total contract value, valid till completion period plus 03 months from date of FOA shall be accepted in lieu of Cash retention from RA bills.</p> <p>The CONTRACTOR shall, at the request of the OWNER, suitably extend the validity of the Bank Guarantee (s) for such period or periods as may be required before the expiry of the validity of such Bank Guarantee, failing which, without prejudice</p>

						<p>to any other right or remedy available to the OWNER, the OWNER shall be entitled to encash the Bank Guarantee (s).”</p> <p>On completion of the job , the said BG shall be returned to the contractor immediately,</p>
--	--	--	--	--	--	---

FOR & On behalf of
(Projects & Development India Ltd.)



Kailash Joshi
(Project Manager)