

**All Bidders****Amendment -III**

**Subject: Construction, Testing & Commissioning, Validation and the associated works of Bio Safety Level-3 (BSL-3) Laboratory on Turnkey Basis at VTCC- National Research Centre on Equines (NRCE), Hisar, Haryana.**

**IFB No. : HSCC/BU-III/NRCE/2013 dated 13.06.2013**

Dear Sir,

This has reference to above IFB No. for the Subject works.

The following Amendment may be noted which shall be treated as part of the contract to be submitted duly signed & stamp along with tender.

| S.No. | Bidder's Query  | Amendment/Clarification   |
|-------|---|---|
| 1.    | <p><b><u>Volume-II : General Conditions of Contract</u></b><br/>           Clause 60.7 : Advance payment has been deleted. It is requested to allow a Mobilization Advance of 10% of the contract value, as is the normal procedure followed by almost all the Govt. Departments.</p> | <p>Clause 60.7 Advance Payment is amended as<br/>           a) The Consultant on behalf of the employer will make an advance payment at a simple interest @ 10% (ten percent) per annum on reducing balance basis to the Contractor exclusively for the cost of mobilization in respect of the works in a amount equivalent to <b>5%</b> (Five percent) of the contract price named in letter of award. Payment of such advance amount will be due under separate certification by the Engineer after (i) execution of the Form of Agreement by the parties hereto; ii) provision by the Contractor of the performance security in accordance with the Sub-Clause 10.1; and iii) provision by the Contractor of an unconditional bank guarantee in a form and by a nationalized/scheduled bank acceptable to the consultant in amounts equal to the sum of the advance payment and estimated interest there of. Such bank guarantee shall be valid for an initial period of 12 (Twelve) months and shall remain valid and effective until the advance payment has been repaid pursuant paragraph (b) below, but the amount thereof shall be progressively reduced by the amount repaid by the Contractor as indicated in the Interim Payment Certificates issued in accordance with</p> |

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|  |  | <p>this clause.</p> <p>b) The mobilization advance payment along with Interest shall be repaid through percentage deductions from the interim payments certified by the Engineer in accordance with this clause. Deduction for Interest accrued during the period shall commence from first interim payment certificate. However deductions for Principal amount of mobilization advance and balance interest shall commence in the next Interim Payment Certificate following that in which total of all interim payments certified to the Contractor has reached <b>20 (Twenty)</b> percent of the Contract price less provisional sums and shall be made at the rate of 18 (Eighteen) percent of the amount of all interim payment certificates in proportionate amounts of advance payment until such time as the advance payment has been fully repaid ,always provided that the advance payment shall be completely repaid prior to the time when 80 percent of the contract price has been certified for the payment.</p> <p>Clause 33.0 of SCC a),b) &amp; c) may be read as<br/> In accordance with clause 60.7 (a) as above, 5% (five percent) of the contract price shall be paid as mobilization advance at an interest @ 10% (Ten Percent) per annum on reducing balance to the successful bidder upon furnishing a bank guarantee from Nationalized/Scheduled bank of equivalent amount in the form annexed (Annexure –F).</p> |
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Bidder should follow the tender terms & condition for the unanswered queries.

All other terms & conditions remain unchanged.

DGM (Civil)

Encl : Annexure-F

ANNEXURE - F

**PROFORMA FOR ADVANCE BANK GUARANTEE**

(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

To

M/s HSCC (India) Ltd.,  
Plot No. 6(A), Block E, Sector 1,  
NOIDA - 201 301..

Dear Sir,

1. In consideration of the .....  
(hereinafter called as The Consultant) having agreed under the terms & conditions of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called the Contract or the said Contract) to make at the request of ("the Contractor" or "the said Contractor") the Contractor thereunder a lumpsum advance of Rs. \_\_\_\_\_ for utilising it for the purposes of the said Contract on its furnishing a guarantee acceptable to HSCC.
2. We, the \_\_\_\_\_ Bank having its branch office at \_\_\_\_\_ (hereinafter referred to as the Bank or the said Bank) a Company under the Companies Act 1956 and having our registered office at \_\_\_\_\_ do hereby guarantee the repayment and recovery of the said advance together with interest thereon as provided according to the terms and conditions of the said Contract. If the Contractor fails to utilise the said advance for the purposes of the said Contract and/or the said advance together with interest thereon as aforesaid is not fully recovered by The Consultant, we \_\_\_\_\_ Bank hereby unconditionally and irrevocably undertake to pay to the Consultant on demand and without demur or protest to the extent of the said sum of Rs. \_\_\_\_\_ with interest any claim made by the Consultant on us against non- utilisation/misutilisation of the said advance and/or by reason of The Consultant not being able to recover in full the said sum of Rs. \_\_\_\_\_ with interest as aforesaid.
3. We, \_\_\_\_\_ Bank further agree that the Consultant shall be the sole judge of and as to whether the Contractor has utilised or not utilised the said advance or any part thereof for the purposes of the said Contract and/or as to whether the advance or any part thereof with interest has been recovered or not and the finding of the Consultant in this regard shall be final and binding on us.

4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till the said advance has been fully recovered and its claims satisfied or discharged and till The Consultant certifies that the said advance with interest has been fully recovered from the Contractor.
5. The Consultant shall have the fullest liberty without affecting in any way the liability of the said Bank under this guarantee or Indemnity from time to time to vary any of the terms and conditions of the said Contract or the advance or to extend time of performance by the Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract or the advance or securities available to The Consultant and the said Bank shall not be released from its liability under these presents by any exercise by The Consultant of the liberty with reference to the matter aforesaid or by reason of time being given to the said Contractor/or any other forbearance, act or omission on the part of The Consultant or any indulgence by The Consultant to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the said Bank from its said liability.
6. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the Bank in terms hereof shall not be in any way affected or suspended by reason of any dispute or disputes having been raised by the Contractor (whether or not pending before any arbitrator, Tribunal or court) or any denial or liability by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to The Consultant in terms thereof.
7. The amount stated in any notice of demand addressed by The Consultant to the Bank as liable to be paid to The Consultant by the Contractor, shall be conclusive evidence of the amount so liable to be paid to The Consultant by the Bank.
8. This guarantee/undertaking shall be in addition to any other guarantee or Security whatsoever that The Consultant may now or any time may have in relation to the Contractor's obligations or liabilities under and/or in connection with the said Contract, and The Consultant shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which The Consultant may have or obtain and no forbearance on the part of The Consultant in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its full liability hereunder.
9. It shall not be necessary for The Consultant to proceed against the said Contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding that any Security which the Consultant may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the said Bank hereunder be outstanding or unrealised.

10. We, \_\_\_\_\_ the said Bank undertake that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.
11. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of The Consultant in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.
12. This guarantee/undertaking shall be a continuing guarantee/undertaking and shall remain valid and irrevocable for all claims of The Consultant and liabilities of the Contractor arising upto and until midnight of \_\_\_\_\_.
13. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. \_\_\_\_\_ alongwith interest due thereon (Rs. \_\_\_\_\_) with interest and this guarantee shall remain in full force till \_\_\_\_\_ and unless a claim is made on us within 3 months from the date i.e. before \_\_\_\_\_ all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities hereunder.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 20

for and on behalf of Bank

Issued under seal: