

Addendum -I

“Widening of East Coast Road (ECR) from Double Lane into Four Lane from KM 22/300 to KM 55/800, Including Improvement to Curved Stretches – 13 Nos & Junctions-7 Nos from KM 55/800 to KM 135/500 in Chennai, Tamil Nadu”

(To Form Part of the Bid Document)

SR. NO	CLAUSE NO. & SECTION	PAGE NO	ORIGINAL CLAUSE IN THE BID DOCUMENT		AMENDED CLAUSE	
			Item	Clause Reference	Item	Clause Reference
1	Section-III, GCC Clause 45.1 and Contract Data	61	Contract Data: The liquidated damages for non-completion of construction Works within the intended completion date shall be @ 5 % of the monthly bill value/ week’s delay or part there of beyond the completion date. The maximum amount of liquidated damages for the whole of the works is 5% final Contract Price for Works.	45.1	Contract Data: The liquidated damages for non-completion of construction Works within the intended completion date shall be @5% of the deficit value of work done for that particular milestone, which shall be deducted at the time of clearance of the monthly bill for that period. The maximum amount of liquidated damages for the whole of the works is 5% of the final Contract Price for Works.	45.1
2	Section-III, GCC Clause 47.1	62	47.1 No Mobilisation advance/Machinery and equipment advance payment will be made to the Contractor for the works.		47.1 As per Chapter- IV, Rule -14, Sub rule - 4 (b) of Tamil Nadu Transparency in Tenders Rules, 2000, Mobilisation advance of 10% of the initial contract price which will attract an interest @ the rate/annum specified during disbursement will be made to the Contractor for the works. The contractor shall submit a Bank Guarantee to the amount paid as per the format given below in this Addendum -I and the payment will be deducted in six monthly installments from the monthly payment bills.	

3	Section-III, GCC Clause 23.2	52	23.2 The party receiving the dispute notice will consider it and reply in writing within 30 days of the receipt of the notice. If no reply is received or the reply is not acceptable to the other party, the affected party may refer only to the High Court of Madras (Chennai) for adjudication.	<p>23.2 The parties shall make every effort to resolve the Dispute amicably by mutual consultations. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either of the parties may give notice to the other party of its intention to commence arbitration, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>Any Dispute which is not resolved amicably, as provided in Clause 23.2, shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with Clause 23.2.1. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration Act. The venue of such arbitration shall be Chennai, and the language of arbitration proceedings shall be English.</p> <p>23.2.1. There shall be a Board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.</p>
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BANK GUARANTEE FORMAT FOR ADVANCE PAYMENT

BG No _____ dated _____ 2014

To

**Chief General Manager
Tamil Nadu Road Development Company Ltd.,
171, 2nd Floor, Tamil Nadu Maritime Board Building,
South Kesavaperumal Puram,
Pasumpon Muthuramalingam Road (Greenways Road),
Raja Annamalai Puram, Chennai - 600 028.**

Bank Guarantee No. _____ .dated _____ for **Rs...../-
(Rupees.....only)**

“Widening of East Coast Road (ECR) From Double Lane Into Four Lane From KM 22/300 to KM 55/800, Including Improvements to curved stretches – 13 Nos & Junctions-7 Nos. from KM 55/800 to KM 135/500 in Chennai, Tamil Nadu”.

Gentlemen:

In accordance with the provisions of the Conditions of Contract, sub clause 47.1 ("Advance Payment") of the Contract Agreement dated _____, 2014 of the above-mentioned Contract, **M/s. _____ having its Registered/Project Office at _____ (hereinafter called "the Contractor")** shall deposit with **M/s. Tamil Nadu Road Development Company Ltd. (TNRDC), having its Registered Office at 171, 2nd Floor, Tamil Nadu Maritime Board Building, South Kesavaperumal Puram, Pasumpon Muthuramalingam Road (Greenways Road), Raja Annamalai Puram, Chennai – 600 028 (Hereinafter called "the Employer")** a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract for an amount of Rs. _____/- [amount of guarantee] **(Rupees _____ Only).**

We, the _____ [Name of the bank], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to **M/s. Tamil Nadu Road Development Company Ltd. (TNRDC), having its Registered Office 171, 2nd Floor, Tamil Nadu Maritime Board Building, South Kesavaperumal Puram, Pasumpon Muthuramalingam Road (Greenways Road), Raja Annamalai Puram, Chennai – 600 028** on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not less than **Rs. _____/- [amount of guarantee] (Rupees _____ Only).**

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed thereunder or of any of the Contract documents which may be made between **M/s. Tamil Nadu Road Development Company Ltd. (TNRDC), having its Registered Office 171, 2nd Floor, Tamil Nadu Maritime Board Building, South Kesavaperumal Puram, Pasumpon Muthuramalingam Road (Greenways Road), Raja Annamalai Puram, Chennai – 600 028** and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until **M/s. Tamil Nadu Road Development Company Ltd. (TNRDC), having its Registered Office 171, 2nd Floor, Tamil Nadu Maritime Board Building, South Kesavaperumal Puram, Pasumpon Muthuramalingam Road (Greenways Road), Raja Annamalai Puram, Chennai – 600 028** receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: ____

Address: _____

Date: _____