



SINGLE SUPER PHOSPHATE (PSSP/GSSP) PROJECT, FAGMIL
NIT NO. : PNMM/PC107/E/006



AMENDMENT-6 (Commercial), Date 28.03.2018

SL. NO.	REFERENCE OF BIDDING DOCUMENT			MODIFICATION
	Part/Sec./Doc.	Cl. No.	Subject	
1.	I/2.0/ GCC	31.1.3	MUTUALLY AGREED DAMAGES (MAD) - For Delay in Completion	<p>The referred clause is modified as under:</p> <p>The time stipulated in the CONTRACT for the execution and completion of the works is the essence of contract and shall be deemed to be of utmost importance of the CONTRACT. In the event the CONTRACTOR fails to achieve PRELIMINARY ACCEPTANCE within the contractual Completion Period from the EFFECTIVE DATE OF CONTRACT then the CONTRACTOR shall pay to the OWNER as MAD at the rate of 0.5% of the total contract price for every complete week or part thereof subject to a maximum of 5% 7.5% of the CONTRACT PRICE. The OWNER may, without prejudice to any method of recovery, deduct the amount for such damages from any amount due or which may become due to the CONTRACTOR. In the event of extension of time being granted by the OWNER in writing for completion of the WORKS, this clause will be applicable after expiry of such extended period.</p> <p>Mutually Agreed Damages represent, without prejudice to the respect of the contractual obligation under the CONTRACT by CONTRACTOR, the sole and exclusive remedy of OWNER for such delay</p>
2.	I/3.0/ SCC	14.1.1 (new sub-cl.)	MOBILISATION ADVANCE	<p>Following new sub. clause is added as under:</p> <p>The CONTRACTOR shall be given, if asked by the CONTRACTOR, an interest bearing (@12% per annum) recoverable Mobilisation Advance equivalent to 10% (Ten percent) of the CONTRACT PRICE in two equal installments (second installments shall be given after utilization the first installment), provided Bank Guarantee is submitted by the CONTRACTOR for 110% of advance amount.</p>



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				<p>Mobilization Advance shall be paid subject to fulfillment of the following conditions:</p> <p>a) Signature of formal CONTRACT.</p> <p>b) Submission of Bank Guarantee(s) for Advance Payment for 110% value covering the said advance(s), valid for 3 months beyond MECHANICAL COMPLETION, from any scheduled nationalized bank as per format. The CONTRACTOR shall at the request of the OWNER suitably extend the validity of the Bank Guarantee for Advance Payment for such period or periods as may be required to fully recover the amount of the Mobilisation Advance not recovered before the expiry of the validity of such Bank Guarantee for Advance Payment, 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) for Advance Payment.”</p> <p>c) Submission of SECURITY CUM PERFORMNCE BANK GUARANTEE by way of Security Deposit as stipulated in Clause 8.0 of the GENERAL CONDITIONS OF CONTRACT. The CONTRACTOR shall at the request of the OWNER extend the validity of the SECURITY CUM PERFORMNCE 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 SECURITY CUM PERFORMNCE BANK GUARANTEE(S).</p> <p>d) Establishment of Site office by CONTRACTOR.</p>



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				<p>Notes:</p> <ol style="list-style-type: none">1. The CONTRACT PRICE for the purpose of SECURITY CUM PERFORMNCE BANK GUARANTEE would be final as 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 and the CONTRACTOR shall satisfy the OWNER in this regard whenever required. 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).3. Mobilization Advance shall be recovered @15% along with interest starting from the first bill (payment) itself and shall be fully extinguished with the payment towards MECHANICAL COMPLETION. Thus there will not be any outstanding amount to be adjusted from the last 10 % payment (i.e. 8% on Preliminary Acceptance and 2% payment on final bill) to the Contractor.