



Chennai Metro Rail Limited

ADDENDUM No-01

1st October 2016

TENDER No. TRACK-02 – TRACK WORK - “Design and construction of track works in underground section from Saidapet (ch.14150) to Washermentpet (ch.-83) and Chennai Central (ch.-183) to Chennai Egmore (ch. (1510) for a length of 32 Track Kilometers including Turnouts (Supply of Permanent way Materials –Excluded)”

Sl. No	Existing				Addendum/Amendments to the Tender document
	Ref. Page No.	Part & Section of the tender document	Tender Clause	Description	
1	27	Part 1, Section II,	ITB-19.1	Bid data sheet	The amount and currency of the Bid Security shall be INR 85,000,00/- (Indian Rupees Eighty five lakhs only)
2	31	Part - I; Section III	1.1.3	Equipment	Alumino Thermit welding equipments and welders are to be mobilized from RDSO approved vendors as and when the project requires.
3	1223	Part 3, Section VIII, Part-A	14.2	Total advance payment	10% of the Accepted Contract Amount payable in Indian Rupees in three installments.
4	1645	Part 3, Section VIII, Part-B	SP 31	Advance Payment	SP 31 replaced with Annexure 9
5	1143	Part 3, Section VII	2.4	Employer’s Financial Arrangements	Delete the clause 2.4
6	1224	Part 3, Section VIII, Part-A	17.6	Maximum total liability of the contractor to Employer	10% replaced as 110%
7	1224	Part 3, Section VIII, Part-A	20.2	Payment to the Adjudicator	Add the following in clause 20.2 The remuneration for sole member will be Rs.10, 000 per day/part for site visit/sitting

8	1224	Part 3, Section VIII, Part-A	20.6	Place of Arbitration	Add the following in clause 20.6 Chennai
9	1224	Part 3, Section VIII, Part-A	20.6	Language of Arbitration	Add the following in clause 20.6 English
10	1224	Part 3, Section VIII, Part-A	20.6	Number of the Arbitrators.	Add the following in clause 20.6 Three
11	1142	Part 3, Section VII	2.1	Right of access to the site	Third and fourth paragraph replaced with Annexure 1.
12	1639	Part 3, Section VIII, Part-B	SP28	Adjustment for changes in legislation	Replaced with Annexure 2.
13	1647	Part 3, Section VIII, Part-B	SP 32	Application for the interim payment certificate	Clauses 14.3.3, 14.3.4 and 14.3.5 are deleted
14	1189	Part 3, Section VII	14.7	Payment	Add SP 35 as attached in Annexure 3.
15	1195	Part 3, Section VII	16.1	Contractor's entitlement of suspend work	Replace GCC 16.1 with SP 36 as attached in Annexure 4.
16	1196	Part 3, Section VII	16.2	Termination by the contractor	Replace GCC 16.2 with SP 37 as attached in Annexure 5.
17	1209	Part 3, Section VII	20.3	Failure to agree on the compensation of the dispute board	Delete GCC 20.3.
18	1647	Part 3, Section VIII, Part-B	SP 33	Arbitration	Replace SP 33 with Annexure 6.
19	1151	Part 3, Section VII	4.12	Unforeseeable Physical conditions	Replace GCC 4.12 with Annexure 7.
20	1139	Part 3, Section VII	1.7	Assignment	Replace GCC 1.7 with Annexure 8.
21	1141	Part 3, Section VII	1.13	Compliance with laws	Add SP 40 as attached in Annexure 10

Annexure-1

SP No.	Section VII-GC Sub-Clause No.	The following Clauses in this Part B – Particular Conditions supplement Section VII General Conditions, unless otherwise stated.														
SP 34	2.1. Right to access to the site	<p>Replace the third paragraph and fourth paragraph with the following clause:</p> <div style="border: 1px solid black; padding: 5px;"> <p>2.1.1 Consequence of delay in giving right of access to the site, beyond the dates given in the Appendix-2A, of Part-2.</p> <p>The contractor is required to work on the basis of shared access at the work site duly considering with the interfacing contractors. The access given to the contractor is not exclusive to him and the access shall be shared as per the works sequences required at site. The access given for the purpose of permanent, its associated temporary works and storing materials required at site for next one week. For the purpose of the stacking of the materials, ancillary arrangements, offices etc. the contractor need to make its own arrangements elsewhere.</p> <p>Access to the work area shall be given in phased manner as given in the Appendix-2A, of Part-2. The contractor shall take these dates into the work program. Incase if a particular stretch is not available for access, employer may give alternate stretches in lieu of the same and the contractor shall accordingly plan his works to cater to such changes without any extra cost or such account. Even after such provision, if access to any area gets delayed, then For the purpose of reckoning the delay. The latter among the dates mentioned in the Appendix 2A of Part 2 and the date by which contractor required such area in the approved program shall be considered.</p> <p>Further that the progress of works in the stretches where the access is given is to the satisfaction of the employer, then the contractor’s entitlement towards such delays shall be under.</p> </div> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 25%;">Period of delay in handing over(Delay reckoned as per above)</th> <th style="width: 15%;">Extension of Time</th> <th style="width: 40%;">Compensation for the suspension period</th> <th style="width: 20%;">Remarks</th> </tr> </thead> <tbody> <tr> <td>Upto 14 days</td> <td style="text-align: center;">No</td> <td style="text-align: center;">No</td> <td>Nil</td> </tr> <tr> <td>15 to 30 days</td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> <td>Extension of time as considered</td> </tr> </tbody> </table>			Period of delay in handing over(Delay reckoned as per above)	Extension of Time	Compensation for the suspension period	Remarks	Upto 14 days	No	No	Nil	15 to 30 days	Yes	No	Extension of time as considered
Period of delay in handing over(Delay reckoned as per above)	Extension of Time	Compensation for the suspension period	Remarks													
Upto 14 days	No	No	Nil													
15 to 30 days	Yes	No	Extension of time as considered													

				due by the Engineer.
	Above 30 days and up to 60 days (without prior notice)	Yes (As assessed by engineer and approved by employer duly considering the program)	The contractor will be paid least among the following (1.) and (2.) (1.)As per daily rate of wages for idle labour / employees, 70% of the rate for hire charges for idle plant and machinery (excluding cost of fuel and lubricants) for the number of days approved by CMRL against proof as per remarks column. The addition charges towards one time demobilization, remobilization if ordered. (2) 0.02% of Contract value per day for the proportionate* area of work not given access to beyond 30 days upto the time of handing over. (* = Area not given access/ Total area)	Compensation as assessed by the Engineer and verified by employer/employer's representative on submission of documentary proof by the Contractor to the Engineer's satisfaction. The contractor shall get the documentary proof verified by Engineer weekly basis from the day of occurrences. The contractor should submit the proof of engagement of labor and plant & machineries for this work at site in every running bill/interim payment application. The contractor shall submit the hire charges of the plant and machineries deployed while submitting the tender.
	Above 60 days from the due date for handing over and upto 10 months from the date of issue of LOA. (without prior notice)	Yes (As assessed by engineer and approved by employer duly considering the program)	The Contractor will be paid least among the following (1) and (2): 1) The charges for one demobilization and re-mobilization of the machines demobilized due to non-availability of site OR (2) 0.02% of Contract value per day for the proportionate* area of work not given access to beyond 30 days upto the time of handing over. (* = Area not given access/ Total area)	The contractor will be allowed to demobilize upon receiving notice of demobilizing any machinery that will remain idle due to the delay in handing over for the site. The contractor has to remobilize the required machinery when the site is handed over without any compensation towards the same.
	After 10 months from LOA and up to	Yes (As assessed by engineer	The Contractor will be paid least among the following (1) and (2): 1) The charges for one demobilization and re-	The contractor will be allowed to demobilize upon receiving notice of demobilizing any

		<p>the original contract period or the approved extended period of the completion.</p>	<p>and approved by employer duly considering the program)</p>	<p>mobilization of the machines demobilized due to non-availability of site OR (2) 0.02% of Contract value per day for the proportionate* area of work not given access to beyond 30 days upto the time of handing over. (* = Area not given access/ Total area)</p>	<p>machinery that will remain idle due to the delay in handing over for the site. The contractor has to remobilize the required machinery when the site is handed over without any compensation towards the same.</p>
<p>If "Prior Notice" for the purpose of the Table, has been given either by the Employer or the Engineer at least 30 days before the due date of handing over of any site, that hand over is likely to be delayed, then no compensation will be applicable upto a delay of 60 days from the due date of handing over. The period of delay in the above table shall therefore commence 60 days after the original handing over date and subject to the paras mentioned above the table</p> <p>The decision of the Employer shall be final on the amount of compensation payable on account of any idle labour / employees and idle plant / machinery or re-mobilization charges or pro-rated per square meter contract value or other form of compensation.</p> <p>Apart from this, the Contractor has no other remedies in connection with any delay in handing over of the sites and the same in the excepted matter.</p>					

Annexure -2

SP No.	Section VII-GC Sub-Clause No.	The following Clauses in this Part B – Particular Conditions supplement Section VII General Conditions, unless otherwise stated.
SP 28	13.7 Adjustment for changes in legislation	<p>Replace Sub clause 13.7 of GC with the following :</p> <p>13.7.1 Changes in Cost Due to changes in Law:</p> <p>13.7.1.1 For the purpose of this clause,"laws "refer to such laws for their time being in force in India..</p> <p>13.7.1.2 "Change in Law" means the occurrence or coming into force of any of the following, at any time after the Base Date.</p> <ol style="list-style-type: none"> 1. Any new tax or change in the rate of the existing tax, or introduction of new law by subsumes existing law, if so related to the works, which is imposed after the due date of submission of tender and which impacts

		<p>the performance of the Contractor with increased cost or which results in extra financial gains to the Contractor due to decreased cost in execution of Works; and</p> <p>13.7.1.3 such additional or reduced cost shall be certified by the Engineer after examining records provided by the Contractor and shall be paid by or credited to the Employer, subject to sub-clause 13.7.2.5 below.</p> <p>13.7.1.4 Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if, the same shall have been taken into account under any other clause of the Contract.</p> <p>13.7.1.5 If the Price Variation Formula in SP Clause 29 below is adopted by the Contractor, then no addition or reduction in cost due to any Changes in Law will be allowed, except for changes.</p> <ul style="list-style-type: none"> i) Any new tax introduced. ii) Changes in rate of customs duty as compared to the rate existing on the base date iii) Change in rate of Excise duty as compared to the rate existing on the base date iv) Changes in rate of output TN VAT as compared to the rate existing on the base date v) Changes in rate of output service tax as compared to the rate existing on the base date <p>13.7.1.6 The impact of the changes in the clause 13.7.2.5 shall be allowed only to the extent it is not covered by the price variation formula.</p>
--	--	---

Annexure-3:

SP No.	Section VII-GC Sub-Clause No.	The following Clauses in this Part B – Particular Conditions supplement Section VII General Conditions, unless otherwise stated.
SP 35	14.7 Payment	<p>Replace the last para after (c) as:</p> <p>Payment of the amount due in each currency shall be made into the account opened exclusively at Chennai by the Contractor, for the operation of funds in this project and all payments by Employer shall be credited only to such account. CMRL will audit such accounts quarterly.</p>

Annexure-4

SP No.	Section VII-GC Sub-Clause No.	The following Clauses in this Part B – Particular Conditions supplement Section VII General Conditions, unless otherwise stated.
SP 36	16.1 Contractor's Entitlement to Suspend Work	<p>GCC 16.1 is replaced with the following</p> <p>16.1.1 If the Engineer fails to certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates] or Sub-Clause 14.7 [Payment], the Contractor may, after giving not less than 21 days' notice to the Employer, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice.</p> <p>16.1.2 The contractor can also notice the Engineer in the following case requiring the Engineer to make good the failure and to remedy it within a specified reasonable time.</p> <p>If the Contractor subsequently receives such Payment Certificate, evidence or payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.</p> <p>If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:</p> <ul style="list-style-type: none">(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and(b) payment of any such Cost plus profit, which shall be included in the Contract Price. <p>After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p>

Annexure-5

SP No.	Section VII-GC Sub-Clause No.	The following Clauses in this Part B – Particular Conditions supplement Section VII General Conditions, unless otherwise stated.
SP 37	16.2 Termination by Contractor	<p>Replace GCC 16.2 with the following</p> <p>The Contractor shall be entitled to terminate the Contract if:</p> <ul style="list-style-type: none">(a) The Contractor does not receive the reasonable evidence within 42 days after giving notice under sub-clause 16.1.1 [Contractor's Entitlement to Suspend Work] or under sub-clause 16.1.2.,(b) The Employer fails to comply with Sub-Clause 1.6 [Contract Agreement] or Sub-Clause 1.7 [Assignment],(c) a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.11 [Prolonged Suspension], or(d) the Employer becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.(e) the Contractor does not receive the Engineer's instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 8.1 [Commencement of Works]". <p>In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Employer, terminate the Contract. However, in the case of sub-paragraph (d) or (e), the Contractor may by notice terminate the Contract immediately.</p> <p>The Contractor's selection to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contract or otherwise.</p>

Annexure-6

SP No.	Section VII-GC Sub-Clause No.	The following Clauses in this Part B – Particular Conditions supplement Section VII General Conditions, unless otherwise stated.
SP 33	20.6 Arbitration.	<p>Delete sub-clause 20.6 of Part 3 General Conditions in its entirety and replace with the following sub-clauses.</p> <p>20.6.1 Arbitration.</p> <p>Any dispute in respect of which:</p> <p>(a) the decision, if any, of the Dispute Adjudication Board has not become final and binding pursuant to Sub-clause 20.4, and</p> <p>(b) Amicable settlement has not been reached, shall be finally settled by arbitration. The arbitration rules under which the arbitration is conducted, the institution to administer the arbitration rules (unless named therein), the number of arbitrators, and the language and place of such arbitration shall be as set out in PC Part- A Section-VIII. The arbitrator(s) shall have full power to open up, review and revise any decision of the Dispute Adjudication Board, relevant to the dispute.</p> <p>Neither Party shall be limited in the proceedings before the arbitrator(s) to the evidence or arguments previously put before the Dispute Adjudication Board to obtain its decision. Any decision of the Dispute Adjudication Board shall be admissible in evidence in the arbitration.</p> <p>Arbitration may commence during the construction of the Works or after completion of the Works. The obligations of the Parties and the Dispute Adjudication Board shall not be altered by reason of any arbitration being conducted during the progress of the Works.</p>
		<p>20.6.2 Settlement of Disputes.</p> <p>If a dispute of any kind whatsoever arises between the Engineer and the Contractor in connection with or arising out of the Contract or the carrying out of the Works, including any dispute as to any decision, notice of no objection, opinion, instruction, direction, determination, certificate or valuation of the Engineer (whether during the progress of the Works or after their completion and whether before or after the determination, abandonment or breach of the Contract) it shall be settled in accordance with Clause 20.4.</p>
		<p>20.6.3 Application for Arbitration.</p> <p>Either party is entitled to apply for Arbitration to resolve any dispute/s on the happening of any of the following events:</p>

		<p>(a) If the dispute/s have already been subject to adjudication in accordance with clause 20.4 and a notice having been served pursuant to clause 20.4 and 20.5 above, or</p> <p>(b) The parties have agreed to waive adjudication, or</p> <p>(c) Either party has terminated the contract in terms of clause 15 or clause 16 as the case may be, or</p> <p>(d) A declaration has been made by any of the Indian courts that the findings of the DAB on the dispute were procured by fraud or dishonesty, or</p> <p>(e) In the case of a dispute arising from the exercise of any of the rights by the Engineer under clause 12 of GCC.</p> <p>Within 56 days of receipt of such re-occurrence either party may apply for arbitration to the other party under notice.</p>
		<p>20.6.4 Arbitration Procedure:</p> <p>The parties agree on the following procedure for appointing the arbitrator / arbitrators:</p> <p>20.6.4.1 Either Party may make a request to the other Party for referring the dispute to Arbitration. If the request is initiated by the Contractor, such request shall be addressed to the Employer and the Employer shall, within fifteen days from the date of receipt of such request, shall send names of five independent persons to be nominated as Arbitrators. Such independent persons shall meet with the requirement relating to the independence or impartiality of arbitrators referred to in the Fifth and Seventh schedules, read with Sub-sections 12 (1) (a), (b) and (5) of the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act 2015. While forwarding the names to the Contractor, the Employer shall also nominate one among such persons, as its nominee-arbitrator. The Contractor shall nominate an arbitrator from the remaining 4 names within fifteen days from the date of receipt of the names from the Employer.</p> <p>20.6.4.2. If the request for referring the dispute to Arbitration is made by the Employer to the Contractor, it shall forward such request to the Contractor along with the names referred to in clause 20.6.4.1 above, with nomination of its Arbitrator, who shall be one among such names. The Contractor, shall within fifteen days of receipt of the names from the Employer, shall nominate its arbitrator from the names given pursuant to 20.6.4.1 and communicate its nomination to the Employer.</p> <p>20.6.4.3 If either party fail to nominate its arbitrator within the prescribed time limit, as mentioned above, after the nomination by the other party, then such other party, after the expiry of the prescribed time limit, shall nominate the arbitrator from the names given pursuant to clause 20.6.4.1 above, on behalf of the</p>

		<p>party failing to nominate.</p> <p>20.6.4.4 The two arbitrators nominated by the Contractor and the Employer, in terms of paragraph 20.6.4.1, 20.6.4.2 or 20.6.4.3 above shall appoint the Presiding Arbitrator from the names given pursuant to clause 20.6.4.1.</p> <p>20.6.4.5 If no consensus is reached within 15 days regarding the appointment of the Presiding Arbitrator, either party may apply to the Designated Court referred to in the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act 2015 for the appointment of the Presiding Arbitrator.</p>
		<p>20.6.5 Rules.</p> <p>(i) Arbitration shall be conducted in accordance with the Arbitration Law and other applicable laws and regulations of the Indian Arbitration and Conciliation Act 1996, and amendment ordinance 2015, except to the extent they are inconsistent with or modified by these Clauses.</p> <p>(ii) The place of Arbitration shall be Chennai, and the language shall be English.</p>
		<p>20.6.6 Arbitration Award.</p> <p>The award in the arbitration shall be binding on the parties and shall finally and exclusively settle the dispute subject to the arbitral award.</p>
		<p>20.6.7 Witnesses.</p> <p>(a) No decision, statement of no objection, opinion, consent, approval, instruction, direction, determination, certificate, or valuation given by the Engineer shall disqualify him from being called as a witness and giving evidence before the Dispute Adjudication Board or Arbitrators on any matter whatsoever relevant to the dispute.</p> <p>(b) All matters and information placed before the Dispute Adjudication Board pursuant to a reference to <u>adjudication under Clause 20</u>, shall be deemed to be submitted to him confidentially and without prejudice, and the Adjudicator shall not be called as witness by the parties or anyone claiming through them in connection with any arbitration or other legal proceedings arising out of or connected with any matter referred to him. Any findings of the Adjudicator shall also be kept confidential and deemed without prejudice, save to the extent necessary for any interim enforcement of the Adjudicator's findings pursuant to Clause 20.4, and shall not by way of example, and without limitation be referred to in any arbitration.</p>
		<p>20.6.8 Condition Precedent for Arbitration.</p> <p>It shall be a condition precedent to either party being entitled to apply for and proceed with arbitration,</p>

		<p>that:</p> <p>(a) The dispute to be subject to the arbitration was the subject of earlier adjudication under Clause 20 or the parties by agreement waived adjudication, and</p> <p>(b) A notice was served on the Engineer or the Contractor as the case may be within the time required in Clause 20.5.</p>
		<p>20.6.9 Period for Reference.</p> <p>Subject only to the Contractor's right to issue a notice pursuant to Clause 20.4 and in all other circumstances should the Contractor fail to issue a notice within 30 days of the issuing of the Performance Certificate for the Whole of the Works in accordance with Clause 12.9, or termination of the Contract pursuant to Clause 15 or Clause 16 if earlier, then the Contractor shall be deemed to have waived his right to refer any dispute or matter of whatsoever nature in regard to the Contract to adjudication, arbitration, or to any review by the Courts in Chennai, in any jurisdiction or have any decision, statement of no objection, opinion, consent, approval, instruction, direction, certificate or valuation given by or on behalf of the Engineer or the Engineer challenged, reviewed, changed or reopened in any way whatsoever.</p>

Annexure -7

SP No.	Section VII-GC Sub-Clause No.	The following Clauses in this Part B – Particular Conditions supplement Section VII General Conditions, unless otherwise stated.
SP 38	4.12 Unforeseeable Physical conditions	<p>Replace the clause 4.12 with the following:</p> <p>The contractor shall ascertain itself of the ground conditions duly visiting the site and by way of investigations on its own and nothing extra shall be payable on account of any changes in ground conditions.</p>

Annexure -8

SP No.	Section VII-GC Sub-Clause No.	The following Clauses in this Part B – Particular Conditions supplement Section VII General Conditions, unless otherwise stated.
SP 39	1.7 Assignment	<p>Replace the clause 1.7 with the following:</p> <p>The contractor shall not assign whole or part of the contract or any benefit or interest or under the contract. The employer, in cases where it is found, the contractor has not been performing in certain parts of the work upon giving notice of 7 days, can off load such works at the risk and cost of the contractor. Similarly in cases</p>

		where the works affected due to non-performance or abandoning of works by the vendors or sub-contractors also employer can get such works done by engaging the same party or any other at risk and cost of the contractor.
--	--	--

Annexure -9

SP No.	Section VII-GC Sub-Clause No.	The following Clauses in this Part B – Particular Conditions supplement Section VII General Conditions, unless otherwise stated.
SP 31		<p>Replace the first sentence of the first paragraph of GCC Clause 14.2 with the following;</p> <p>The Employer shall make the following advance payments, in Indian Rupees ,as an interest free advance for mobilization, plant and machinery and design, if so requested by the Contractor in writing, when contractor submits the bank guarantee in accordance with this sub clause:</p> <p>Add the following sub-clauses to the end of Sub clause 14.2 of General Conditions with the following sub-clauses:</p> <p>14.2.1 Mobilization Advance</p> <p>The Mobilization advance shall be paid up to 10% of original Contract Value payable in three installments.</p> <ol style="list-style-type: none"> 1. First installment of mobilization advance at 5% of contract value excluding taxes and duties shall be paid after signing the contract agreement within 56 days after receipt of an irrevocable bank guarantee from banks of PSU. The bank guarantee shall be in an amount equal to the requested Advance Payment amount, in a prescribed form in Indian Rupees. 2. Second installment of mobilization advance at 2.5% of the contract value excluding taxes and duties shall be paid after mobilization of Flash Butt welding plant and commencement of welding and mobilization of all Key personals as per the contract. 3. Third installment of mobilization advance at 2.5% of the contract value excluding taxes and duties shall be paid after commencement of track slab concreting <p>In the case of the Mobilization Advance, once 50% of the mobilization advance has been recovered, the contractor shall have a onetime option to reduce the Bank Guarantee for the Mobilization Advance by the amount so recovered, if agreed by the Employer.</p>

		<p>The bank guarantee shall be returned to the Contractor immediately after its expiry.</p> <p>14.2.2 Recovery of Advances</p> <p>a) The recovery of all Advances shall commence when 20% of the original Contract Value of the work has been paid, or at three months after the Commencement Date of the Contract whichever is the earlier, and it will be completed by the time 85% of the original contract value has been paid or by the time of original Completion Date whichever is earlier. The recovery of advances shall be limited to 30% of an account bill.</p> <p>b) No advance shall be given after 40% of the original Contract amount has been paid.</p>
--	--	---

Annexure -10

SP No.	Section VII-GC Sub-Clause No.	The following Clauses in this Part B – Particular Conditions supplement Section VII General Conditions, unless otherwise stated.
SP 40	1.13 compliance with laws	<p>Add the following to the end of the GCC 1.13.</p> <p>1.13.1 i) The Contractor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. He shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc, of the Contractor's in respect thereof, which may arise.</p> <p>The Contractor shall maintain complete records in respect of payments made for taxes, duties, octroi and other levies payable to various authorities and shall advise the Employer of the complete details of such payments every month, which shall be enclosed with the Monthly Progress Report.</p> <p>These records shall remain open for inspection by the Employer or the Engineer at any time and shall be made available to them as and when required.</p> <p>ii) In case the Employer or subject works or any component is entitled receives approval for exemption, refund, waiver or reimbursement in any of the taxes applicable to the contract,</p>

		<p>including not limited to central excise duty, custom duty, TN VAT in full or part thereof; the contractor shall follow the due process and obtain such exemption/refund/reimbursement of such taxes etc. from the concerned authority. The Contractor shall arrange for the remittance of the refund so obtained to the Employer immediately. Alternatively, the Employer at its discretion may instruct the Contractor to submit all the documentary evidence of having paid the taxes to enable the Employer to claim the refund from statutory authorities. The Contractor will forthwith comply with any of the above requests of the Employer and in case of the failure of the Contractor, the amount of refund, whether estimated or actual, shall be recovered by the Engineer from the amounts due for payment to the Contractor or as debt due from the Contractor.</p> <p>iii) The Contractor shall provide a valid registration certificate and clearance certificate under Tamil Nadu Govt. VAT Act, 2005, until such certificate is submitted and accepted, no payment, including release of any advance payment, shall be made by the Engineer to the Contractor.</p>
--	--	---