Sub: Tender for Erection, Testing/Trial Run & Commissioning of Conveyor Systems and associated works for the Project of “Augmentation of Fuel and Flux Crushing Facilities (Package No. 064) for Bhilai Steel Plant (SAIL) at Chhattisgarh”.

Ref.: (1) NIT No. DLI/C&E/WI-675/311 Dated: 28.06.2018  
     (2) Corrigendum No. 01 Dated: 20.07.2018  
     (3) Corrigendum No. 02 Dated: 27.07.2018  
     (4) Corrigendum No. 03 Dated: 03.08.2018

Following amendment in the Tender Documents may please be noted.

ADDITIONAL CONDITIONS OF CONTRACT (ACC) IN VOLUME-I HAS BEEN REPLACED AND CORRECT ADDITIONAL CONDITIONS OF CONTRACT (ACC) IS ATTACHED.

All other terms and conditions of the tender remain unchanged.

(Consultancy & Engineering Division)
ADDITIONAL CONDITIONS OF CONTRACT (ACC)

1. The following Additional Conditions of Contract shall be read in conjunction with General Conditions of Contract. These Additional Conditions of Contract shall supersed the General Conditions wherever they are at variance, otherwise GCC is applicable.

2. Clause No. 8 of General Conditions of Contract (GCC) is not applicable to this tender.

3. The Contractual Completion Period shall be 60 days from the date of handing over of respective site. The date of commencement shall be reckoned from the date of issue of drawing or handing over of site. Construction site will be handed over in a phased manner.

4. SCOPE OF WORK:

The Scope of Work of the Contractor shall be Erection, leveling & alignment, Testing/Trial Run & Commissioning of “Conveyor Systems and Associated Works” for the project of “Augmentation of Fuel & Flux Crushing Facilities (Pkg-064) of Bilai Steel Plant, Bilai”, as per Technical Specifications, Drawings, BOQ, Instructions and Terms and Conditions given in Tender Documents of the Client/Client’s consultant and its amendments/clarifications etc. received from Client and as mentioned below.

i. Equipment will be loaded on transport, transported near erection site, and unloaded near erection site by contractor at rates mentioned in price schedule. Contractor scope of work includes taking equipment to place of erection, lifting to various levels and shifting to required position, Erection, bolting, alignment, leveling, supporting, Testing, Commissioning, unpacking cleaning, assembly and joining the several parts together and incorporating or fixing materials in the works, as necessary including all preparatory work of whatever description, as may be required as per drawings, specifications, codes of practice, manufacturer's recommendations etc. or as directed by Engineer-in-charge at Site.

ii. All kind of lifting and handling devices, hoists, ropes, tools & tackles, equipment, consumables, labour, supervision etc. required for the completion of work in all respect are to be arranged by the contractor at his own expense and included in the price quoted, whatever required for erection, testing and commissioning.

iii. Normally the complete package will be issued and unpacking will be done at place of erection. Unpacking of issued packages and return of packing materials as well as repacking and return of surplus materials to EPI’s stores within BSP premises is included in the scope of work.

iv. Supply, Fabrication, Installation & dismantling of scaffolding/temporary platforms for safe and proper erection, alignment and different stage checking of Manufacturers specialists/EPI/MECON/BSP/any other Contractor deployed by EPI/BSP.
v. Supply, fabrication and installation of packing plates, shim plates is included in the scope of work.

vi. Providing necessary manpower of required category with tools & tackles as required for erection, alignment, testing, commissioning, no load run, full load run, PG test of equipments in all respect to the entire satisfaction of EPI/MCON/BSP.

vii. Providing all consumables viz. gases, welding electrodes, cutting wheels, and lifting tools & tackles, safety equipments required to carry out the above job complete in all respect.

viii. Proper placement of Rails, fixing, alignment, cutting, drilling of holes, connection with fish plates/welding, fixing of bolts, Fixing of bottom plates & Tightening of Foundation bolts are also included in the scope of work.

ix. Equipments shall be adequately braced by guys, struts or other approved means which shall be supplied and installed by the contractor at his own cost as required till the installation work is completed satisfactorily. All the steel sections/plates required for fabrication of temporary supports including fabrication & erection of temporary supports are in the contractors scope and included in the quoted price.

x. Contractor has to arrange qualified and tested welders as well as required grade of consumables and follow required welding procedure for welding of Equipments Frame etc according to parent materials, service conditions etc. subject to approval of EIC. All cut ends have to be dressed-up properly as required and edge preparation is to be done by grinding and filling. All the requisite testing & quality activities for the scope of work shall be arranged by the contractor at his own cost.

xi. Contractor has to arrange the following special tools in addition to the normal tooling prior to start the erection.

- Torque Wrenches with socket (30, 32, 36, 41, 46, 50) upto 2000 N-M (including calibration tools)
- Hydraulic Jacks (2X50T with locking collar and hand pump)
- Master level & Varnier, Micrometer
- Buffing & reaming tools
- Theodilite (20 sec)
- Any other Tools & Tackles, Devices required but not included above.

x. Lifting equipments/Cranes should be capable to handle/lift and place on position as per location mentioned in elsewhere in this tender.

xi. Any and every kind of work whatsoever not mentioned anywhere in the contract but are necessary/required to be carried out for completion of the work as per BOQ in all respect is included in the scope of work.

Manufacturer's engineer will be available at site for supervision of work. The contractor will be responsible for co-operation for effective utilization of his
visits. In case additional visits are required due to the reasons attributable to contractor, charges for the same will be debited to the contractor at actual.

5. **Coverage of Contract.**

Contract for the work is complete for labour, material and workmanship including all temporary works and the provision of all construction equipment, tools, tackles consumables etc. The contractor shall make his own arrangement for all the materials required for due performance of the contract, except for items to be supplied by EPI to the contractor free of cost as provided expressly in this contract.

Except where it is expressly provided that the cost will be borne by EPI, the various obligation of contractor under this tender shall be at the cost of contractor and included in the price of the present contract.

6. **Civil Engineering Works.**

The contractor shall check the position/sizes of the various foundation bolts, holes and satisfy himself regarding the suitability/correctness of the foundation before placing the equipment on the foundation. If any discrepancy is observed in the foundation, it must be brought to the notice of the EPI so that necessary measures are taken for rectification of the same. The contractor shall submit a sketch plan for leveling of the equipment and get it approved by EPI’s engineer prior to placement of equipment on the foundation.

Any damage caused to the foundation during erection, due to negligence on the part of the contractor, shall be made good by him at his own cost.

Any sundry civil engineering work such as making of groves, chiseling of holes for opening in or through walls, ceiling, floors, steel structures or cutting of concrete around foundations bolts/bolt holes shall be the responsibility of the contractor. All such openings shall be filled up by the contractor after completion of erection work.

7. **Structural work**

Contractor shall check to its satisfaction the correctness of structural members for erection of conveyors and its accessories.

8. **Inspection of site**

It is explicitly clear and agreed by the contractor that they have thoroughly inspected the site and working condition etc. before submission of his offer and totally got acquainted himself with the site conditions and obtain all information to his entire satisfaction.

9. **Quality**

The work executed by contractor shall be subject to audit and quality control checks from Quality Control Division & Technical Audit of EPI, Client and chief Technical Examiner of Central Vigilance commission, Govt. of India. In the
eventuality of any defect/sub-standard works as brought out in the report or noticed otherwise at any time during execution, maintenance period etc., the same shall be made good by the contractor at no extra cost to EPI.

Materials and workmanship shall satisfy the relevant Indian standards. In absence of relevant Indian standard, specification/code of practice covering any part of the work, the instruction of Engineer-In-Charge will be binding on the contractor.

Regarding tolerances, methods of work and other technical details shall strictly follow the technical specification, manufacturer’s instruction, approved drawings and manuals etc. and its code.

10. **Time of Completion**

The completion of time shall be 60 (Sixty) days from the date of handing over of respective site.

11. **Mobilization**

Contractor shall mobilize manpower, machinery, tools & tackles etc. at site within Seven days of date of LOI.

12. **Schedule and Monitoring**

The contractor shall submit within Ten (ten) days of issue of LOI, a detailed work schedule of execution of work in the form of Bar Chart clearly indicating the milestone for review and approval by EPI.

13. **Security Deposit**

5% of the order value in the form of Bank Guarantee from a schedule Bank in EPI’s Proforma valid till 90 (Ninety) days after expiry of the defect liability period of 12 (twelve) months from the date of taking over the work.

14. **Retention Money**

**Clause No. 10.0 of GCC shall be read as:**

5% of the order value will be debited from the running bills progressively on pro-rata basis and will be released after 90 (Ninety) days of expiry of the defect liability period of 12 (twelve) months from the date of commissioning of conveyors and accessories.

15. **Liquidated Damage for Delay**

Delivery period is the prime and foremost essence of contract. In the event of any delay on the part of the contractor in completing the work in all respects, the contractor shall be liable to pay to the EPI, liquidated damages for delay @ ½ % (half percent) of the total order value for every week or part thereof subject to a maximum of 5% of the total order value.
16. **Price Basis**

Price shall remain firm and fixed and no variation shall be acceptable on any account whatsoever till all obligations of the contractor under this contract are fulfilled in all respect.

17. **Terms of Payment.**

The PAYMENT TERMS shall be as follows:-

a) 50% Payment Progressively on Placement in position of conveyor systems and its accessories on pro-rata basis.

b) 30% on completion of erection, alignment, welding and connection with all accessories/auxiliaries & utilities on pro-rata basis.

c) 10% on completion of successful cold trial run.

d) 10% on commissioning on load.

Bill shall be raised by the party in the enclosed invoice format. Payment will be released against submission of bills and on certification by Engineer-In-Charge.

18. **Taxes & Duties**

a) Price quoted by the bidder shall be inclusive of all the taxes & duties including GST as per the price schedule of NIT document. All the columns of taxes & duties shall be duly filled without blank space. The Invoice shall be raised on EPI as per GST Complaint Invoices. Failure to provide Tax Invoices in desired format or non-payment of taxes or non-filling of GST returns/ mismatch of Invoices would lead to non-availability of Input Tax Credit to BSP/EPI. Thereby is to be borne by bidder and EPI shall deduct such amount along with Interest/penalty/late fees, etc., if any paid by EPI on account of disallowance of ITC, from the next payment/dues due to supplier. Bidder while quoting the rates in the tender must also consider the ITC credit applicable for the works, if any.

b) In case any tax/duty is not applicable, the bidder has to either write NIL or NA. In case of any reduction in rate of GST or other taxes in future or the project getting exemption status prior to the late date of bid submission or afterwards, the subcontractor shall pass on the benefit to EPIL immediately, failing which EPIL shall have the right to recover the differential amount from the amounts due to the sub-contractor. Further, in case of any increase in rate of GST or other taxes in future or the project losing exemption status prior to last date of bid submission or afterwards, the said increase of taxes shall be paid/reimbursed to the subcontractor, subject to the condition that the client reimburses the said increased taxes to EPIL.

19. **Taxes & duties/GST besides all direct and indirect cost of works, infrastructures are included in the party’s quoted rates.**
20. **Quantity Variation**

The quantity finally required to be executed may vary. The rates are valid for variation of ± 20% of total order value on account of quantity variation.

21. **Methodology**

Contractor shall submit within 7 (seven) days of date of issue of LOI/PO, details of all materials and methods proposed to be used in the work, for EPI’s approval. The work shall be carried out strictly according to the approval given by EPI.

22. **Measurement for Payment**

The weight according to drawings, bill of materials, packing lists etc. as certified by Engineer-In-Charge, shall be the basis of billing and pro-rata payment.

23. **Escalation, idle Time etc.**

Escalation, idle time and interest charges on any account whatsoever shall not be payable by the EPI.

24. **Place for receipt and issue of materials**

EPI’s store or other storage points within BSP premises as designated by EPI will be the place for receipt & issue of materials to contractor. If any returnable items, the same shall be returned to EPI’s stores.

Contractor shall bear all other costs including lifting, safe custody and handling, transportation from and to EPI’s store/ the present storage point etc.

The cost also includes handling of other materials not to be erected but required to be handled for extracting the same for the store, storage yard.

25. **Free issue Materials**

EPI will issue at EPI’s store or at any other place within BSP premises the equipment to be erected and initial fill of oils/lubrication etc.

i. Necessary indents for the material shall be raised by the contractor based on the drawings, BOM’s layout etc.

ii. Material will be issued only for the works mentioned in this contract enquiry and not for any other purpose.

iii. The contractor shall bear all costs including lifting, safe custody and handling, transportation to EPI’s store etc. and return of surplus serviceable/scrap materials to EPI’s designated storage points within the plant premises.
iv. All surplus materials issued to the contractor by EPI shall on completion of or on foreclosure of the works, be returned to EPI at his expense, at the place of return designated by EPI, after making due allowance for actual erection and permissible within the limits mentioned in this contract.

v. Wastage on fitting, valves, mechanical parts of instruments equipment etc. will not be allowed.

vi. Surplus materials- for the purpose of removing surplus materials in its original from only, the contractor shall submit the documents/records evidencing the entry of materials inside the steel plant by producing the gate entry permits and RRs or LRs and consumption statements based on approved drawings after allowing for wastages, maximum 8% cutting allowance, and irrecoverable/unaccountable losses (wastage including loss factors being minimum 2% on steel and reinforcement rods, minimum 5% on cement and minimum 3% on cables, pipes etc.) to establish the surplus quantity of the materials belonging to the Contractor. The Employer shall allow the Contractor to remove such materials from the Employer’s premises after being satisfied regarding the evidence produced for such removal. Such removal shall permitted even before completion of the entire work.

Contractor may be allowed to take back surplus imported material. However, if Employer has incurred any expenses for surplus items towards customs, freight on any other accounts etc, the same shall be reimbursed by the Contractor in case of taking back such items. Imported tools and tackles and instruments brought by the Contractor on draw back basis can be taken out provided he has carried out necessary documentation at the time of taking such items inside the steel plant.

Scrap in any form whatsoever shall be removed from Plant premises and shall be the property of the Employer. No credit will be given for scrap.

26. Insurance

A. EPI shall take a composite insurance cover under Marine-Cum-Erection Insurance Policy (MCE) covering dispatch from warehouse of the supplier (overseas/inland) equipment in the course of ordinary transit upon arrival at the project site, while is storage and being erected till completion of testing.

Contractor shall arrange insurance coverage for workman, construction equipment etc. at his own expenses.

B. Labour License

Contractor will obtained the necessary labour license for the maximum numbers of persons working at site at any point of time during entire duration till discharging of all the liabilities as per the contract. EPI will issue necessary form-V based on submission of relevant documents for issue of same including indemnity bond. Please note that any payment what so ever will be
released only after receipt of labour license and insurance for workman, construction equipment etc. by the contractor.

C. Safety

All the safety rules and regulations as applicable have to be strictly adhered to by the contractor. EPI may stop the work at any point of time if the required safety measures are not adopted by the contractor and any kind of implication arising out of such stoppage of work by EPI on account of non-adoption of required safety measures as mentioned above will be solely attributable to be contractor and EPI will be no responsible for any account what so ever. Client’s safety department regularly visits site for inspection and issue verbal instructions, advises, lapses in safety procedures, the same will be binding on contractor. Fines and consequences if any levied by client due to non-compliance will be debited to contractor.

27. Construction facilities at BSP site

Electric power will be made available to contractor free of cost at one point only as determined by EPI or its client. Distribution switchboards, cable and their connections etc. shall be arranged installed and maintained by contractor, at his own cost. The electric installation shall conform to Indian Electricity Act 1910 and relevant rules with latest amendments.

28. Defect Liability Period

Defect liability period is 12 months from the date of commissioning of conveyors and accessories.

29. Tests & Inspection

a) All the materials and works shall be subject to EPI’s examination and approval at each stage thereof and contractor shall give notice well in advance to the EPI when each stage is ready.

b) Inspection shall be carried out by the EPI and the client on receipt of advance intimation. The inspection call, raised by contractor shall be accompanied by internal inspection reports, test certification, materials test certification and all other relevant documents as required by EPI/EPI’s client.

c) Inspection of approval by EPI shall not relieve the contractor from any of the obligation under this contract. No certificate of the EPI shall by itself be conclusive evidence that any work or materials to which it is related are in accordance with the contract.

d) The contractor shall arrange all equipment, instruments, tools & tackles, manpower etc. for testing/inspection and shall carryout the various tests as specified in the technical documents and these furnished to him during the performance of the work, at his own expense and at no extra cost to the EPI. All the tests either on the field or in outside laboratory etc. concerning the execution of the work and supply of materials by the contractor shall be carried out by the contractor at his own expense and at no extra cost to the EPI.
e) The contractor shall use only tested and calibrated equipment, instruments etc. for execution of work. Valid calibration test certificate from approved agency or test house or laboratory for such instrument, equipment etc. to be used for execution of work.

f) Issue of inspection certificate will in no way exempt the contractor from his obligation.

30. Accommodation

Accommodation (residential or office) required for contractor’s personnel will not be provided by EPI.

31. Clearance of site on completion

On completion of unit work all the materials/rubbish and temporary structure of any sort or kind used for the purpose of or connected with erection are to be removed by the contractor. No final payment in settlement of the accounts for the works shall be held or shall be made to the contractor till such site clearance are effected by him.

In the event of the contractor failing to comply with this provision within 7 days after received notice in writing from EPI to this effect, such clearance will be made by EPI at the expense of the contractor and EPI shall under no circumstances be held liable for any loss or damage to any contractor’s property as may be on site due to removal there from.

32. Risk Purchase

If at any point of time EPI finds that work is not progressively according to the agreed progress schedule, then the EPI shall be free to get it executed through other agencies at the risk and cost of the contractor.

33. Patent Right and Secrecy

Any information, data specification, drawings, documents, instruction relating to the process of work performed under this order shall be regarded as confidential and contractor will not reveal or divulge any content therein to any unauthorized person/organization.

The contractor shall defend any claim which alleges in a suit or proceeding against the EPI that the materials/equipment or any part thereof any process of manufacture constitute an infringement of any patent, if notice in writing and given authority, information and assignment for the defence and the contractor shall keep the EPI indemnified in this regard.

Contractor, on completion and taking over of the executed work, shall return to the EPI, all the drawings/documents, issued to him by the EPI for the purpose of execution of the work.

31. The Contractor shall be responsible for all related surveying works including setting out of foundations and levels. Necessary surveying instruments with
valid calibration shall be used for this purpose. The quoted rates shall be inclusive of all the above surveying works.

32. **In case of non-approval of contractor's association with EPI for this work by the Owner / Client due to any reason, the tender submitted by them shall be rejected and the contractor shall have no claim / liability on EPI.**

33. The plant & equipment once brought to site for works shall not be allowed to be removed without the consent of EPI.

34. Both Parties shall make efforts to settle disputes, if any, amicably. Only if amicable settlement is not possible, the same shall be referred to the sole arbitration of the Chairman & Managing Director (CMD) of EPI or the person appointed by the CMD, EPI and the decision of the arbitrator shall be final and binding on EPI and the Bidder. Arbitration will be according to “Conciliation & Arbitration” clause, which is enclosed in Annexure-I of this Additional Condition of Contract.

35. The contract shall be governed by the Indian Laws for the time being in force and only the Courts in Delhi/New Delhi alone shall have the exclusive jurisdiction to entertain and decide any matter arising out of the agreement/contract.

36. Technical specifications of BSP shall be governed for execution of works.

37. Clause no. 9 of GCC 10 days to be read as 7 days & modified.

38. Clause no. 28.3, 28.4 of GCC not applicable.

39. Clause no. 35 of GCC not applicable.

40. Clause 37, 42.1 (viii), 44, 45, 47, 49, 50, 51 & 55 of GCC not applicable.

41. Clause no. 52 of GCC as applicable for this work.

42. Clause no. 13 of GCC, taxes applicable as on 7th day prior to the date of submission of tender shall be included in the quoted price, any variation in applicable taxes during the scheduled completion period shall be adjusted against submission of documentary evidence. However, no positive variation will be paid during the extended completion period but any reduction in taxes will be recovered from bill of contractor.

43. **Conciliation & Arbitration**

Before resorting to arbitration as per the clause given below, the parties if they so agree may explore the possibility of conciliation as per the provisions of Part III of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015. When such conciliation has failed, the parties shall adopt the following procedure for arbitration:

a. Except where otherwise provided for in the contract, any disputes and differences relating to the meaning of the Specifications, Design, Drawing and Instructions herein before mentioned and as to the quality of
workmanship or materials used in the work or as to any other questions, claim, right, matter or things whatsoever in any way arising out of or relating to the Contract, Designs, Drawings, Specifications, Estimates, Instructions, or these conditions or otherwise concerning the works of the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Sole Arbitrator appointed by the Chairman & Managing Director (CMD) of Engineering Projects (India) Limited (EPI) or any other person discharging the functions of CMD of EPI. The person approached for appointment as Arbitrator shall disclose in writing circumstances, in terms of Sub-Section (1) of Section (12) of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 as follows:

(i) such as the existence either direct or indirect, of any past or present relationship with or interest in any of the parties or in relation to the subject-matter in dispute, whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to his independence or impartiality; and

(ii) which are likely to affect his ability to devote sufficient time to the arbitration and in particular his ability to complete the entire arbitration within a period of twelve months.

The Arbitrator shall be appointed within 30 days of the receipt of letter of invocation of arbitration duly satisfying the requirements of this clause.

b. If the arbitrator so appointed resigns or is unable or unwilling to act due to any reason whatsoever, or dies, the Chairman & Managing Director aforesaid or in his absence the person discharging the duties of the CMD of EPI may appoint a new arbitrator in accordance with these terms and conditions of the contract, to act in his place and the new arbitrator so appointed may proceed from the stage at which it was left by his predecessor.

c. It is a term of the contract that the party invoking the arbitration shall specify the dispute/differences or questions to be referred to the Arbitrator under this clause together with the amounts claimed in respect of each dispute.

d. The Arbitrator may proceed with the arbitration ex-parte, if either party, in spite of a notice from the arbitrator, fails to take part in the proceedings.

e. The work under the contract shall continue as directed by the Engineer-In-Charge, during the arbitration proceedings.

f. Unless otherwise agreed, the venue of arbitration proceedings shall be at the venue given in the ‘Memorandum’ to the ‘Form of Tender’.

g. The award of the Arbitrator shall be final, conclusive and binding on both the parties.
h. Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modifications or re-enactment thereof and the Rules made there under and for the time being in force shall apply to the arbitration proceedings and Arbitrator shall publish his Award accordingly.

Note: Notwithstanding anything contained herein above, this clause shall not be applicable where the dispute is between EPI and another Public Sector Enterprise or Govt. Department for which a separate Arbitration Clause is provided vide Clause No. A given below:

A. ARBITRATION BETWEEN PUBLIC SECTOR ENTERPRISES INTERSE/GOVERNMENT DEPARTMENTS.

1. In the event of any dispute of difference relating to the interpretation and application of the provisions of the contracts, such dispute or differences shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India incharge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 and The Arbitration and Conciliation Act, 2015 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law-Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law-Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator”.

2. Subject to any amendment that may be carried out by the Government of India from time to time the procedure to be followed in arbitration shall be as is contained in F. No. 4(1)/2013-DPE(PMA)/FTS-1835 Dated: 11/04/2017 of Department of Public Enterprises, Ministry of Heavy Industries & Public Enterprises or any modification issued in this regard.

44. All the materials to be supplied and permanently installed will be as per approved vendor list of BSP.

45. Standard practices, rules, guidelines of BSP for Pkg-064 shall be applicable as relevant to the scope of work.