ADDITIONAL CONDITIONS OF CONTRACT (ACC)

1.0 The following Additional Conditions of Contract shall be read in conjunction with General Conditions of Contract. If there are any provisions in these Additional Conditions of Contract, which are at variance with the provisions of General Conditions of Contract, the provisions in these Additional Conditions of Contract shall take precedence.

2.0 INTRODUCTION
Mizoram University, Tanhrl, Aizawl has decided to Construction of Extension of Administrative Building, Heath Centre at MZU Campus Tanhrl Aizawl Mizoram.

3.0 SCOPE OF WORK INCLUDED IN THE CONTRACT
The brief scope of work to be executed for Construction of Extension of Administrative Building, Heath Centre at MZU Campus Tanhrl Aizawl Mizoram under the present tender shall generally comprise of (but not limited to) the following such as:-

- Civil work
- Structural work
- Plumbing work
- Electrical work
- Site development work
- Approach road construction
- Any other work not specified but required to be executed to complete the works.

Apart from above any other services not covered above but required as per direction of EPI are deemed to be included in the scope of work. The work is to be carried out on item rate basis as per bill of quantities and tender conditions.

4.0 QUALIFICATION OF TENDERERS
To be eligible for this tender the bidders should fulfill the requirements for eligibility as mentioned in the Notice Inviting Tender (NIT) and should submit detailed data and credentials set out in Cl 19.0 of ITT (Vol-I) of the Tender. The Tenderers are required to fulfill all the eligibility criteria as stipulated in NIT and elsewhere in the Tender documents. The price bid of tenderers who fulfill the eligibility criteria as per evaluation of EPI shall only be opened. The decision of EPI in this regard shall be final & binding on the tenderers.

5.0 DISQUALIFICATION
The tenderers may note that they are liable to be disqualified and not considered for the opening of Price Bid if:

a) Representation in the forms, statements and attachments submitted in the pre-qualification document are proved to be incorrect, false and misleading.
b) They have record of poor performance during the past 10 years such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the contractor, inordinate delay in completion, consistent history of litigation / arbitration awarded against the contractor or any of its constituents or financial failures due to bankruptcy etc. in their ongoing / past projects.

c) They have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the Tender.

d) If the tenderers attempt to influence any member of the selection committee.

EPI reserves its right to take appropriate action including disqualification of tenderer(s) as may be deemed fit and proper by EPI at any time without giving any notice to the contractor in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Tenderers.

6.0 (a) The set tender documents shall contain one set of hard copy of tender drawings. The tender drawings shall be returned along with the tender documents duly signed and stamped by the tenderer and shall form part of agreement.

(b) The tenderer who have downloaded the tender documents and drawings from EPI’s website shall also submit one set of hard copy of tender documents along with set of tender drawings duly signed and stamped by the tenderer and shall form part of agreement.

7.0 The work in general shall be carried out as per the Technical Specification (enclosed) to be read in conjunction with Specifications described under Bill of Quantities. The Portland Pozzolona Cement (PPC) as per IS: 1489-1991 or Ordinary Portland Cement (OPC) as per IS: 812 shall be used in the works. The other provisions of clause 45.1 of GCC remain unchanged. If PPC has to be used due to non availability of OPC / any other reasons, the cost difference shall be recovered from RA Bills of the contractor.

8.0 Financing / Bank Charges for guarantees (if any) to be furnished to client by EPI which have to be paid for the entire contract as a whole shall be borne by the contractor in proportion to its value of contract. In case the contractor does not require mobilization advance (if payable by the client as per terms of contract) from EPI for its portion of work, the contractor shall not have to share guarantee charges for mobilization advance.

9.0 TAXES & DUTIES:
The clause no.13.1, 13.2, 13.4, 13.5 and 13.6 of GCC shall be read amended to the extent as mentioned below:
The rates quoted by the contractor are exclusive of Sales Tax / VAT. This shall be reimbursed to the contractor as actual against documentary evidence. All other taxes and duties such as Excise duty, Octroi, Customs duty, Royalty, Toll Tax, Cess, Labour cess etc., are included in the rates quoted by the contractor.
## 10.0 COMPLETION SCHEDULE

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Period from the date of Start</th>
<th>Cumulative value as a percentage of total value of work to be completed, till the end of period specified under column no.2</th>
<th>Description of work to be completed during the period specified under column no.2</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>From the date of start up to the end of 3rd month</td>
<td>15%</td>
<td>Up to Plinth Level of all the Building.</td>
</tr>
<tr>
<td>2</td>
<td>From the start of 4th month to the end of 6th months</td>
<td>30%</td>
<td>RCC structure of the building up to 1st Floor Roof Slab.</td>
</tr>
<tr>
<td>3</td>
<td>From the start of 7th month to the end of 9th month</td>
<td>55%</td>
<td>Completion of RCC Work in all buildings,</td>
</tr>
<tr>
<td>4</td>
<td>From the start of 10th month to the end of 13th month</td>
<td>85%</td>
<td>Completion of Brick work and Plastering work including Internal partitions wall, lintel beam, chajjas etc. fixing door frames and window, flooring/skirting, sanitary fittings including sanitary wares, internal electrification, internal water supply fittings etc complete.</td>
</tr>
<tr>
<td>5</td>
<td>From the start of 14th month to the end of 15th month</td>
<td>100%</td>
<td>Completion of plinth protection, MS railing, sewerage disposal, septic tank including water proofing treatment of roof slab including infrastructural development works, Completion of painting, whitewashing, distempering, site clearance, testing &amp; commissioning and handling over of the building/project to MZU.</td>
</tr>
</tbody>
</table>

**Note:** in case of mismatch in financial and physical progress as at col. No.3 & 4, above at any milestone stage, the financial progress shall be considered for levy of compensation of delay, if any, under clause: 22.0 of ACC.
11.0 SITE LABORATORY:

As part of the contract the contractor shall establish and maintain a site laboratory for the testing of the construction material under the direction and general supervision of Engineer-in-charge. The laboratory room shall be constructed and installed with the required and appropriate facilities. Temperature and humidity controls shall be made available wherever necessary during the testing of samples.

All equipments as required shall be provided by the contractor so as to be compatible with the testing requirements specified. The contractor shall maintain the equipment in good working conditions for the duration of the contract.

The contractor shall provide approved qualified personnel to run the laboratory for the duration of the contract. The number of staff and equipment available must at all times be sufficient to keep pace with sampling and testing programme as required by Engineer-in-charge.

The contractor shall fully service the site laboratory and shall supply everything necessary for its proper functioning including all transport needed to move equipment and samples to and from sampling points on the site etc.

The contractor shall re-calibrate all measuring devices whenever so required by the Engineer-in-charge and shall submit the results of such measurements without delay.

12.0 TEMPORARY WORKS

Further to Clause no. 82.00 for “Approval of temporary / Enabling works” of General Condition of contract, as far as possible the labour hutments, bulk Storage facilities and vehicle parking shall preferably be located near to the construction site. The area near to the construction site shall be levelled and developed; supply of water and electricity, constructions of approach road to these camps shall be arranged by the contractor at his own cost. In case the land near to the construction site is not of Govt., the contractor may have hired the land from the owner of the land. The rent / lease amount shall be borne by the contractor.

13.0 ANTI MALARIA MEASURES

The contractor shall at his own expenses make necessary arrangement for undertaking anti-malaria measures as prescribed by Local Health Authorities or as directed by Engineer-in-charge.
14.0 **STONE QUARRY**

Stone quarry of sufficient capacity as required shall also be arranged by the contractor. Developing of stone quarry for quarrying the stone of desired quality and quantity shall be in the scope of the Contractor. The cost of this shall be deemed to be included in his quoted rates and nothing extra shall be payable to the contractor on this account.

15.0 **PRIORITY OF WORKS**

If during the course of execution of work, EPI / MZU fixes priority of execution of work/fixes priority of execution of specific building, the contractor has to deploy resources and plan the work accordingly & nothing extra shall be payable to the contractor on this account.

16.0 **MOBILIZATION OF MEN, MATERIAL & MACHINERY**

Further to Clause No. 11.0 for “Mobilization of Men, Material & Machinery” of General Conditions of Contract, it shall be contractor’s responsibility to arrange, operate & maintain the total station instrument and its accessories at his own cost to carry out levels (including initial & final levels of earth work), dimensions and alignment of all parts of the works.

Contractor shall provide Bench Marks and other reference points for the proper execution work and these shall be preserved till the end of work.

17.0 **PLANT & MACHINERY**

All plant & machinery required for execution of work shall have to be arranged by the contractor at his own cost. However, the Contractor has to deploy following minimum plant & machinery at site immediately after award of work

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Minimum Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Excavator</td>
<td>One</td>
</tr>
<tr>
<td>2.</td>
<td>Vibrators (petrol/ electrical)</td>
<td>Three</td>
</tr>
<tr>
<td>3.</td>
<td>Weigh Batch Concrete mixer</td>
<td>Three</td>
</tr>
<tr>
<td>4.</td>
<td>DG Set (63 KVA)</td>
<td>One</td>
</tr>
<tr>
<td>5.</td>
<td>Digital theodolite &amp; auto level/ Total station</td>
<td>One</td>
</tr>
</tbody>
</table>

*Signature of Contractor*
### NOTE:

- **a)** Any other equipment for site test as outlined in CPWD/BIS specification and as directed by Engineer-in-charge.
- **b)** The quantities of equipments indicated are tentative and can be increased as per the requirement of work or as per the direction of Engineer-in-charge. The above equipment list is indicative and not complete. The contractor has to deploy all the required equipment to complete all the works within stipulated specifications & time period as per contract documents.
- **c)** The contractor will not be allowed to take out equipments from the site without the written permission of Engineer-in-charge.

### 18.0 PAYMENT ON ACCOUNT

Further to Clause No.37.00 General Conditions of Contract, the payments shall be released after receipt of payment from Mizoram University Measurements of work carried out by contractors shall be recorded in the measurement books by Site Engineer. The measurement books shall be the basis of all accounts of quantities of work done.

### 19.0 FINAL BILL

The final bill will be submitted by the contractor within 90 days from the date of acceptance of completion of work accompanied by the following documents:

- **a)** Completion of work issued by the Engineer-in-charge specifying the handing over of the work including list of inventories (fittings & fixtures).
- **b)** Computerized stage wise payment schedule.
- **c)** No claim certificate by the contractor.
- **d)** No claim certificate from the sub-agencies/ vendors, if any engaged by the contractor.
- **e)** ‘As built’ drawing
- **f)** Measurement books.
- **g)** Drawings for layout of underground cables and details showing location of sluice valves, electric cable joints etc.
h) All operation and maintenance manuals.

i) All statutory approvals from various State Govt. / Central Govt. /Local bodies, if required for completion & handing over of the work as included in scope of contractor.

j) Manufacture’s guarantee of various machines/ equipments installed as part of works.

20.0 DEFECTS LIABILITY PERIOD:

Further to clause no.74.0 of General Conditions of contract, the contractor shall be responsible for rectification of defects during defect liability period of 12 months after Handing / Taking Over of completed project.

In case Mizoram University appoints an independent and impartial inspection agency to be called as Third Party Inspection Agency. The contractor shall provide all assistance to the Third Party Inspection Agency to carry out the functions assigned to them & if quality at any point is not found as per specification, the contractor will get it rectified at its own cost.

21.0 TECHNICAL STAFF FOR WORK:

Further to the Clause No.27.0 of General Conditions of Contract in respect of deployment of Technical Staff during execution of work, the contractor shall employ minimum following technical staffs as follows:

1. 01 (One) Civil Engineer (BE) of minimum 05 Years experience .

2. 01 (One) Electrical Engineer (BE) of minimum 05 Years experience .

3. 01 (One) Diploma Civil Engineers of minimum 05 Years experience.

22.0 COMPENSATION FOR DELAY

The contractor shall ensure adequate progress during the execution of work according to the bar-chart/ work schedule. The contractor shall also maintain monthly progress strictly in accordance with bar chart/ detailed work schedule that will be worked out and mutually agreed upon. If the contractor fails to complete the project in all respect within 31.12.2013, EPI will take appropriate action including cancellation of work order or get the work executed at “RISK & COST” of the contractor as deemed fit by Engineer In-charge or he shall without prejudice to any other right or remedy of EPI on account of such breach, pay compensation at the rate of 2.00% (Two percent) of the
balance value of work for each month of delay subject to maximum of 10% (Ten percent) of the balance value of work

In additional to above, the Contractor shall also compensate EPI to the tune of `50,000/- (Rupees Fifty Thousand only) per month towards extra expenditure on establishment of EPI for extended period of the job, if the delay is due to reasons solely attributable to the Contractor.

23.0 MODIFICATIONS OF CLAUSE NO.76.0 OF GENERAL CONDITIONS OF CONTRACT (GCC)

CLAUSE NO.76.1 OF GCC: DELETED

23.2 CLAUSE NO.76.2: ARBITRATION BETWEEN CENTRAL PUBLIC SECTOR ENTERPRISES INTER SE/GOVERNMENT OF INDIA DEPARTMENTS/ MINISTRIES

i) In the event of any dispute or difference to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the arbitration as per the instructions Office Memorandum/Circulars) issued by Govt. of India from time to time with regard to arbitration between one Government Department and another, one Government and a Public Sector Enterprise and Public Sector Enterprise inter se.

ii) Subject to any amendment that may be carried out by the Government of India from time to time, the procedure to be followed in the arbitration shall be as is contained in D.O. No.DPE/4 (10/2001-PMA-GL-1 dated 22.01.2004 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India or any modification issued in this regard.

24.0 FACILITIES

The sub-clause 28.3 of the clause No. 28 of General Conditions of Contract (GCC) for furnished office Accommodation & Mobility & communication to be provided by the contractor to EPI shall be replaced and read as under:

<table>
<thead>
<tr>
<th>DISCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>OFFICE WITH FACILITIES-The contractor shall provide office with following facilities till defect liability period.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. ACCOMMODATION</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Contractor 8 EPI
Additional Condition of Contract
Engineering Projects (India) Limited

i) Furnished office accommodation with one conference room as per direction of Engineer-in-charge with basic amenities like two toilets with water borne flushing systems and septic tank and soak pit arrangement, safe drinking water arrangement, lights, other facilities for winter and summer season etc. for EPI Engineer & staff & maintenance of it till defect liability period. Locations shall be decided by Engineer-in-charge

### B. FURNITURE

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office tables &amp; Chairs (Sr. Executive)</td>
<td>01</td>
</tr>
<tr>
<td>Office tables &amp; Chairs (Executive)</td>
<td>02</td>
</tr>
<tr>
<td>Office chairs (Visitors)</td>
<td>06</td>
</tr>
<tr>
<td>Steel almirah</td>
<td>01</td>
</tr>
<tr>
<td>File cabinet</td>
<td>01</td>
</tr>
</tbody>
</table>

### C. OFFICE EQUIPMENT

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computer (I5 Processor) with minimum 500 GB HDD, 3 GB Memory, latest version of Software's like MS-Project, Windows-7, MS-Office, Auto-CAD etc. along with two 600 KVA UPS small portable generator set of sufficient capacity to run the computer and lighting arrangement and one computer operator shall be provided by the contractor at his own cost. In case computer operator is not provided by the contractor, recovery of Rs. 8000/- per month shall be made from the Contractor's bill in this regard.</td>
<td>Nil</td>
</tr>
<tr>
<td>DELL/ SONY/HP Make Laptop 2 GB RAM, 320 GB, I5 Processor, HDD latest version of software like MS Project, Windows-7, MS-Projects, Auto-CAD with internet facility &amp; running cost of internet.</td>
<td>01</td>
</tr>
<tr>
<td>HP Laser printer or any other printer of equivalent amount A3 size at any two BOP location decided by Engineer-in-charge.</td>
<td>01</td>
</tr>
<tr>
<td>RO water system (Drinking water) to be installed. Also Safe drinking water shall have to be supplied</td>
<td>01</td>
</tr>
<tr>
<td>Digital Camera: Sony make Digital still camera 10.0Mega Pixel W-series 3 X optical zoom cyber shot (Black) or any other gadget of equivalent cost as decided by Engineer-in-charge.</td>
<td>01</td>
</tr>
<tr>
<td>Consumables: All consumables like stationery, ink etc. shall be provided by Tenderer till end of defect liability period. (Stationery items are inclusive of visiting cards, rubber stamps letter pads, photocopies papers &amp; other items of daily office use). Amount shall be restricted to Rs.5000.00/- per month.</td>
<td>As per requirement</td>
</tr>
</tbody>
</table>

### D. CONVEYANCE

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>VEHICLE (Brand New): Brand New 2 x4 wheel drive Bolero DLE vehicle or equipment with Driver, Fuel and accessories valuing Rs.25,000/- per month for each vehicle.</td>
<td>01</td>
</tr>
<tr>
<td>Monthly running shall be restricted to</td>
<td>3000</td>
</tr>
</tbody>
</table>

Signature of Contractor

EPI
### E. OTHER FACILITIES

| i) Telephone with STD facilities and instruments |  |
| a) Mobile phone | No. | 02 |
| The cost of each Mobile phone instrument shall be restricted to ` 9000/- |  |
| ii) Full time Office boy cum cook | No. | 01 |

The vehicles shall be brand new and shall be provided with driver on full time basis upto the end of Defect Liability Period. The cost of consumables like diesel/petrol/oil lubricants and spare parts etc. shall be borne by the PARTY. The vehicles shall be maintained in good working condition. In case of breakdown, replacement of vehicles shall be provided by PARTY immediately. The cost of registration, transportation etc. shall be borne by the PARTY. In case a vehicle is not required by EPI a recovery of Rs.50,000/- per month per vehicle shall be made from the PARTY for this purpose till the end of defect liability period. In case Driver, POL, maintenance of any vehicle is not required by EPI for any vehicle, a recovery of Rs. 35,000/- per month per vehicle shall be made from the PARTY for this purpose till the end of defect liability period.

The above gadgets and facilities should be brand new and of reputed make and all facilities shall be provided and maintained properly (including payment of water & electricity bills etc.) by the PARTY at Project site or at any other office related with execution of this project till completion of work, handing over, defect liability period in all respect at his own cost. The PARTY shall also make standby arrangement for water & electricity to ensure un-interrupted supply. The equipment/items shall be the property of PARTY at the end of contract. The PARTY shall be responsible for watch and ward of site office and other facilities etc. In case of theft/damage of any equipment/items, the PARTY shall immediately replace the same within a maximum period of two days.

The PARTY shall provide ‘Sign Board(s) as per design approved by EPI and/or Client.

In case the above facilities are not provided by the PARTY within 10 (ten) days of award of work or replacement is not provided within the specified period. EPI shall arrange the same at the risk and cost of the PARTY and make the recoveries from the bills of the PARTY for the same. The decision of EPI shall be final and binding on the PARTY in this regard.
25.0 **CLAUSE NO.76.3 JURISDICTION**

The Courts in Delhi / New Delhi alone will have jurisdiction to deal with matters arising from the Contract, to the exclusion of all other courts.