ADDITIONAL CONDITIONS OF CONTRACT (ACC)

FOR

FURNITURE WORKS OF LABORATORIES & OTHER BUILDINGS OF NEW CDRI CAMPUS PROJECT
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

The Central Drug Research Institute (CDRI), Lucknow is a National Laboratory of Council of Scientific & Industrial Research (CSIR), New Delhi dedicated to research in the field of drug for medical sciences. In order to create a world-class drug research facility, it is proposed to shift the entire laboratory complex from its existing premises (at Chatter Manzil Palace, Lucknow) to a new location (approx. 61.365 Acres Plot) at Sitapur Road, Lucknow. The proposed site is located at approx. 14 km from Lucknow on Lucknow-Sitapur Road. The new CDRI campus will have modern laboratories, animal house, library, auditorium and other ancillary buildings along with housing colony.

3.0 SCOPE OF WORK INCLUDED IN THE CONTRACT

The scope of work included in this tender shall include (but not be limited to) Design, engineering, Manufacture, inspection before dispatch, supply, delivery at site, installation, testing commissioning & handing over to CDRI complete Furniture works for laboratories & other buildings of New CDRI Campus, as per the scope of work, Technical Specification, Test Specification & other conditions specified in Technical specification (Vol-IIB), BOQ and elsewhere.

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), Pre – Qualification Document and should submit detailed data and credentials set out in Cl 19.0 of ITT ( Vol -I), NIT and Pre – Qualification Document of the Tender. The bidders are required to fulfill all the eligibility criteria as stipulated in NIT & Pre – Qualification Document and elsewhere in the Tender documents. The price bid of bidders 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 bidders.
5.0 DISQUALIFICATION

The bidders 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 on going / 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 bidders attempt to influence any member of the selection committee.

EPI reserves its right to take appropriate action including disqualification of bidder (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 bidders.

6.0 EPI reserves the right to independently verify the performance of the bidder from the existing owners / users / owners’ Consultants. In case any installation of the manufacturer is found to be performing unsatisfactorily, EPI reserves the right to reject the tender and price bid of such bidder shall not be opened, even if the bidder is meeting the technical and other qualifying requirements.

In such circumstances the bidder shall have no claim on EPI of whatsoever nature.

Bidder’s specific attention is drawn to above clause.

7.0 Inspection of Drawings:

All the drawings/documents shall be submitted in six sets hard copies and two sets soft copies for approval/reference/record of EPI/CDRI. Before filling in the tender, the tenderer will have to check up all drawings and schedule of quantities and will have to get the immediate clarification from EPI on any point that he feels is vague or uncertain. No claim or damages or compensation will be entertained on this account.
Figured dimensions are in all cases to be followed and in no case should they be scaled. Large scale details take precedence over small scale drawing, in case of the discrepancy, the contractor is to ask for an explanation before proceeding with the work.

The successful tenderer on receiving the letter of intent shall furnish the design & detailed / shop drawing within the time schedule mentioned elsewhere.

8.0 Payment Terms

Subject to deduction which EPI might be entitled to make under the contract, the contractor shall receive payment of contract value as follows:

**Stage-I**

10% of the contract value shall be paid on the fulfillment of the following conditions

a) Signing of the agreement.
b) Submission of security deposit cum performance guarantee as per Clause No. 9 of GCC.
c) Submission of design & detailed / shop drawings.
d) Submission of non-revocable and unconditional Bank Guarantee of 10% of the Contract Value from a Nationalized Bank / Scheduled Bank as per the enclosed Performa. This Bank Guarantee shall be released after completion of successful installation / erection of the equipment / items i.e. Stage-III of payment terms.

**Stage-II**

65% of the contract value on prorata shall be paid on initial inspection of complete material and equipment by EPI or the inspection agency appointed by EPI and after receipt of material at site.

**Stage-III**

15% of the contract value on prorata shall be paid on completion of successful installation / erection of the equipment / items.

**Stage-IV**

10% of contract value on prorata shall be paid on testing, commissioning, certification wherever required, and handing over to CDRI, on the basis of Certificate to be issued by the Engineer-in-Charge on proof of having successfully completed the final inspection, commissioning, and handing over of all the equipment/items for the beneficial use to CDRI.

However, Retention Money shall be deducted as per Clause No. 43.0 of ACC.
9.0 VARIATION IN TAXES, DUTIES, LEVIES AND IMPOSITION OF NEW TAXES ETC.

i) The bid price shall be inclusive of work contract tax / VAT or any other tax levied on the transfer of property and goods involved in the “Works Contract” in accordance with the relevant Act in the State Act and rules made there under including amendments, if any. The liability on account of such tax as per the rates of tax prevailing as on seven days prior to last date of bid submission shall be included in the price bid. In case of any variation in the rates of tax after this date the same shall be paid / recovered from the contractor subject to the submission of documentary evidence and proof of having made the payment at the revised rate.

ii) The Bid Price shall also be inclusive of Service Tax applicable on Construction Services as per the rates prevailing as on seven (7) days prior to the last date of submission of tender (including abatement as applicable). In case of any variation in the rate of Service Tax, after this date, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition / deduction to the Contract Price.

iii) If a new tax, duty or levy is imposed under statute or law in India after the date seven (7) days prior to the last date of submission of tender and the contractor becomes liable there under to pay and actually pays the said new tax, duty or levy for bonafide use on the works contracted, the same shall be reimbursed to the contractor against documentary evidence of proof of payment, provided that the amount thus claimed is not paid / payable under price variation provision of the Contract.

iv) The payment / reimbursement of statutory variations in the rates of tax and / or of new tax, duty or levy imposed under statute or law in India as per para (i), (ii) & (iii) above, would be restricted only to direct transaction between the EPI and the Contractor.

10.0 For dispatch of materials to site, equipment manufacturer / supplier shall mark consignee as self A/c CDRI through EPI.

11.0 ROAD PERMIT:

Road permit for transportation of goods across state border shall not be issued by CDRI / EPI and will have to be arranged by contractor on his own. Transit Insurance of the equipment shall be arranged by the contractor. Nothing extra shall be paid on this account.

12.0 Invoice should be raised by Contractor in the name of EPI, Lucknow with copy to EPI, NRO.
13.0 The clause No.72.1 of GCC shall be replaced as under:

The Contractor shall ensure adequate progress during the execution of work according to the detailed Bar Chart / PERT chart so that the activities are completed in the period allowed in the completion schedule as given at clause no. 15.0 of Additional Conditions of Contract (ACC).

However, the Contractor shall also maintain monthly progress strictly in accordance with bar chart and / or detailed time schedule that will be worked out on the basis of completion schedule for various stages mentioned at clause no. 15.0 of ACC. If the Contractor fails to maintain the above progress or to complete the work corresponding to S. No. 1 to 3 of completion schedule as given at clause no. 15.0 of ACC and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy of the EPI on account of such breach, pay as agreed compensation and not as penalty at the rate of half percent (1/2 %) per every week of delay of the entire value of contract.

The total amount of compensation payable by the contractor for delay in completion of the work. Corresponding to S. No. 1 to 3 of completion schedule as per clause no. 15.0 of ACC shall not exceed 10% of the total contract value as awarded.

14.0 Clause No. 72.4.1 of GCC stands modified as under:

Within 10 (Ten) days of date of Letter of Intent, the contractor shall submit a Time and Progress Chart (CPM/PERT/Quantified Bar Chart) and get it approved by the Engineer-in-Charge. The Chart shall be prepared in direct relation to the time stated in the contract documents for completion of items / scope of the works. It shall indicate the forecast (mile stones) of the dates of commencement and completion of various items trades, sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, to ensure good progress during the execution of the work. The approval by the Engineer-In-Charge of such programme including modifications made by the Engineer-In-Charge in the said programme shall not relieve the contractor of any of his duties or responsibilities under the contract. This is without prejudice to the right of Engineer-In-Charge to take action against the contractor as per terms and conditions of the agreement. The physical report including photographs shall be submitted by the contractor on the prescribed format & the intervals (not later than a month) as decided by the Engineer-in-Charge. The compensation for delay as per clause 72.1 (revised as per ACC) shall be leviable in case the required progress is not achieved to meet the time deadlines of the completion period for supply and installation.
15.0 COMPLETION SCHEDULE

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Period from the date of Start</th>
<th>Description of work to be completed during the period specified under column no. 2 (Milestone)</th>
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<tbody>
<tr>
<td>1</td>
<td>From the date of start up to the end of 1st month</td>
<td>Submission of design &amp; detailed / shop drawings.</td>
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<tr>
<td>2</td>
<td>From the start of 2nd month to end of 4th month.</td>
<td>Procurement, inspection of material at manufacturer's works by EPI/CDRI &amp; delivery of the same to the site.</td>
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<tr>
<td>3</td>
<td>Start of 5th month end of 5th month</td>
<td>Installation, testing &amp; commissioning of all the equipment and furnishings.</td>
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16.0 The contractor shall comply with legal orders, directions and by laws of local bodies / authorities. The contractor shall give to the Municipality, Police, Local Bodies and concerned Governmental authorities all necessary notices relating to works that may be required under the law and obtain all requisite licences, permissions for temporary obstructions, enclosures, collection and stacking of materials, etc. The contractor shall pay at his own cost all fees, taxes and charges that may be liable on account of these operations in executing the contract. Nothing extra shall be paid by EPI on this account.

The contractor shall be bound to follow the instructions and restrictions imposed by the administration / Police authorities on the working and / or movement of labour, materials etc. nothing extra shall be payable due to less / restricted working hours at site or any detours in movement of vehicles.

17.0 GUARANTEE

The contractor shall guarantee that the materials and workmanship of the Furniture installed by him, under these specifications shall be new and first class in every respect. He will make good any defect within 24 hours, which may develop within 1 year from the date of handing over of the installation after testing and commissioning without any extra cost to EPI / CDRI. One (1) engineer shall be stationed by the contractor at CDRI, Lucknow for a period of three (03) years from the date of handing over, for facility support management to make good any defects which may develop during the three (03) years. Nothing extra will be paid for this.

18.0 PERMITS AND INSPECTIONS

The contractor shall obtain all necessary permits from local bodies, provincial or central authorities and shall make arrangement for inspection and tests etc. as required at his own cost.
19.0 LICENCES

The contractor shall arrange for obtaining the licence and clearances for the operation. (If required) from the local authorities and statutory bodies at his own cost & nothing extra shall be payable. Certification of various equipments / installations from statutory bodies other agencies as required as per technical specifications, shall be arranged by contractor at his own cost before handing over.

20.0 The constructions of proposed building being in urban Area, the contractor shall have to make his own arrangements for getting the permission for plying trucks or any plant & equipment for execution of works from the Police Department at his own cost. No excuse as to delay in work due to non-availability of permission shall be entertained.

21.0 The work shall be carried out in accordance with the drawings/documents approved by the EPI / CDRI. Before the commencement of any item of work, the contractor shall correlate all the relevant architectural and structural drawings issued for the work and satisfy himself that the information available there from is complete and unambiguous. The discrepancy, if any, shall be brought to the notice of Engineer-In-Charge before the execution of work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and / or incomplete information. Nothing extra shall be paid on this account.

22.0 The contractor shall give performance tests of the entire installation (s) as per specifications and drawings before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for these performance tests.

23.0 The contractor shall be bound to sign the site order book as and when required by Engineer-In-Charge at Site and carry out compliance of instruction promptly to the satisfaction of Engineer-In-Charge.

24.0 Bill of Quantities shall be read in conjunction with the specifications and requirement described in tender documents, Instructions to tenderers, General conditions of contract, Additional conditions of contract, Technical specifications, Drawings, Schedules, and Annexure & Addendum etc. to tender Document.

General directions and description of work and material are not necessarily repeated or summarized in the Bill of quantities. Reference to the relevant sections of the contract document shall be made by the contractor before entering rates or prices against each item in the Bill of Quantities.
25.0 If the headquarters of the successful contractor are elsewhere other than in Lucknow, he shall have a duly authorized agent in Lucknow from the commencement of the work until the system is taken over by CDRI. Such agent shall be authorized to act on behalf of the successful contractor to accept service of notice of contract and to agree to extras, omissions and varied item of works and rates for the same. Such agent shall maintain on his staff a qualified engineer approved by the engineer In-charge and such office personnel as may be required for the efficient execution of the works. Any notice under the contract shall be deemed to have been served on the successful contractor if served upon such agent or sent by registered letter to his address. Such agent shall not be changed and shall not leave during duration of contract unless the consent of the engineer in-charge shall have been previously obtained. If the engineer in-charge orders to successful contractor to carry out any rectification under the terms of contract after the building is complete the successful contractor shall carry the same without any extra cost.

26.0 Bidders must submit the unpriced copy of the price bid duly stamped & signed alongwith other documents in the techno-commercial bid as a confirmation of having quoted for all items of the price bid.

27.0 After completion of installation, testing, commissioning and handing over of all the equipments as per tender specifications, the Contractor shall provide free of cost proper training to the Owner’s (CDRI) employees / representatives for maintenance and operation of equipments. The contractor shall issue a certificate that the operator training is complete and contractor is fully satisfied with the operator’s performance, at his own cost & nothing extra shall be paid.

28.0 CARE OF BUILDING:

Care shall be taken in handling / stocking of material to avoid damage to the building.

29.0 TEST CERTIFICATE

All manufacturer’s certificates of test showing that the materials have been tested in accordance with the requirements of the relevant standard specification and the copy of the test certificate as well as standard shall be supplied free of cost to CDRI / EPI.

INSEPTION, TESTING AND ACCEPTANCE:

30.0 INITIAL INSPECTION AT MANUFACTURER’S WORK:

The contractor will be required to furnish such facility as will be necessary for inspection of equipment before dispatch at manufacture’s work and also for witnessing such test, at the works, if so required by EPI/CDRI. The contractor
shall furnish information for this purpose and will give sufficient notice regarding dates proposed for such test to inspection agency.

31.0 **INSPECTION DURING INSTALLATION AND FINAL INSPECTION:**

The contractor shall arrange for checking and testing the installation as per specification. Installation shall not be accepted until CDRI / EPI is satisfied about its compliance with requirement of the specification in all respects. All instruments and materials required for testing shall be the responsibility of the contractor. The taking over of equipment / items after commissioning shall be subject to removal of defects, if any, pointed out during the inspection.

32.0 **TESTING AND COMMISSIONING**

As specified in Technical Specification (Vol. II B).

The contractor shall arrange at his own cost for all test instrumentation, staff, consumables during commissioning upto the date of acceptance. Nothing extra shall be paid on this account.

33.0 **DATE OF ACCEPTANCE:**

Subject to the guarantee clause date of taking over the installation for the beneficial use by CDRI shall be the date of acceptance. Any undue wear and tear of components during the commissioning period shall be made good by the contractor free of charge.

34.0 **AFTER SALES SERVICES:**

Contractor shall ensure adequate and prompt after sales service in the form of maintenance personnel and spares as and when required. Particular attention shall be taken to ensure that spares are easily available during the normal course of life after installation.

35.0 **SITE ENGINEER OF CONTRACTOR:**

Minimum qualifications and experience required for principal technical rep. and other minimum technical staff other than supervisor.

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<td>One Graduate Engineer-Principal</td>
<td>At least 5 year experience in Installation, Testing and Commissioning of Furniture works for laboratories and other buildings.</td>
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Additional Conditions of Contract
Engineering Projects (India) Limited

3 (Three) No. Diploma Engineer

| Minimum 3 years Experience in installation, testing and commissioning of Furniture works for laboratories and other buildings. |

36.0 It will be the sole responsibility of contractor to obtain all statutory approvals and completion clearance from the all relevant statutory bodies’ for all other services as included in the scope of contract etc. from the concerned department as required within the stipulated time frame. Liaison work on behalf of EPI with the local bodies will also have to be done by the contractor. Nothing extra shall be payable to contractor on this account. No claim whatsoever in this regard shall be entertained.

37.0 The contractor shall make necessary safety arrangement at site including as mentioned in GCC and indemnify EPI against any consequence of accident at site.

38.0 EPI is awarding this Contract on behalf of CDRI / CSIR. In case M/s. EPI cease to be PMC, the right and responsibility etc. of EPI in the Contract shall get transferred to CDRI / CSIR & CDRI / CSIR or their nominated agency shall operate this Contract.

39.0 Deduction (non-refundable) at the rate of 1% or at the rates applicable from time to time in the state of Uttar Pradesh from gross amount of each running bill and from final dues of contractor shall be made towards provision for workers “welfare Cess Act 1996”.

40.0 The Contractor shall furnish details whether they are covered under micro, small and Medium Enterprise Development Act 2006. If yes, clearly indicate under which category they are covered alongwith documentary evidence. This information is required to be furnished along with the bid.

41.0 Clause No. 28.3 of GCC stands modified as under:

The Contractor shall provide one SCORPIO (A/C) with driver on full time basis exclusively for EPI staff during the currency of the Contract including the defect liability period. The consumables like diesel / petrol / oil lubricants, maintenance and spare parts etc. shall be provided by the Contractor at his own cost. The vehicle shall be maintained in good working condition. In case of break down, replacement of vehicle shall be provided by the Contractor immediately. In case the vehicle is not provided by the Contractor, an amount of Rs. 30,000/- per month shall be recovered from the Contractor.

42.0 Clause No. 76.1 of GCC stands deleted.
43.0 Clause No. 10.0 of GCC stands modified as under:

Retention money shall be deducted from each running bill of the contractor at 5% (Five percent only) of the gross value of the Running Account bill. The Earnest Money Deposited by the tenderer in the form of Demand Draft will be treated as part of the Retention Money. 50% of the Retention Money shall be refunded to the contractor after expiry of defects liability period (referred to in clause no. 74 of GCC) or on payment of the amount of final bill which ever is later. Balance 50% of Retention Money shall be refunded on completion of three (3) years after handing over, during which period one (1) engineer shall be stationed by the contractor at CDRI for facility support management, to make good any defects which may develop during the three (3) years after handing over. If the amount of Retention Money deduction in cash is more than Rs. 10.00 Lakhs (Rupees Ten Lakhs Only). The excess amount can be refunded to contractor against submission of Bank Guarantee of equivalent amount from a Nationalised Bank / Scheduled Bank in the prescribed proforma of performance Guarantee of EPI.