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

Director General Assam Rifles, intended to construct the Residential Block at Sector-17, Dwarka, New Delhi - 110075.

3.0 SCOPE OF WORK INCLUDED IN THE CONTRACT

The scope of work included in this tender shall include (but not limited to) supply, inspection, delivery at site, installation, testing, commissioning & handing over to EPI/DGAR of Transformer and other allied works for DGAR building as specified in Technical specifications 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) and should submit detailed data and credentials set out in Cl 19.0 of ITT (Vol-I) & NIT (Vol. II A) 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 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 tenderers attempt to influence any member of the 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 The steel used on the works shall be by prime manufacturers i.e. SAIL, TISCO, RINL. The other provisions of Clause 45.2 of GCC remain unchanged.

7.0 **CLAUSE NO.69.1 (IV) OF GCC STANDS MODIFIED AS UNDER:**

If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clauses (i) to (iii) above, then the Contractor shall, within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge the rates which he intends to charge for such class of work, supported by analysis of the rate or rates claimed, and the Engineer-in-Charge shall determine the rate or rates on the basis of prevailing market rates of the material, Labour, T&P etc. plus 15% (Fifteen percent) to cover the Contractors supervision, overheads and profit and pay the Contractor accordingly. The opinion of the Engineer-in-charge as to the current market rates of materials and quantum of labour involved per unit of measurements will be final and binding on the Contractor. However, the Engineer-in-Charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner, as he may consider advisable. But under no circumstances, the Contractor shall suspend the work on the plea of non-settlement of rates of items falling under the clause.

8.0 **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 S. No. 27.0 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 Sl. No.25.0 of ACC. If the Contractor fails to maintain the above progress or to complete the work 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 one percent (1%) per every week of delay of the value of the work
shown above if there is delay for a particular stage or the entire value of contract if the whole of the work is delayed.

The total amount of compensation payable by the Contractor for delay in stage-wise completion or completion of the whole work shall not exceed 10% of the total contract value as awarded.

9.0 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 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 at intermediate stages also, in case the required progress is not achieved to meet the time deadlines of the completion period for supply, installation, testing & commissioning of lift system as per the scope of work.

10.0 ARBITRATION:

10.1 Clause no. 76.1 along with note

Deleted - There shall be no Arbitration Clause for this Contract except between Central Public Sector Undertakings inter se / Government of India Departments / Ministries as mentioned in the Clause No. 76.2 below:-

10.2 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 relating 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 Department 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-I dated 22.01.2004 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Govt. of India or any modification issued in this regard.

11.0 CLAUSE NO.76.3, STANDS MODIFIED AS UNDER:

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.

12.0 INSURANCE UNDER WORKMEN COMPENSATION ACT

The clause '18.0' at page 22 of General Conditions of Contract (GCC shall be replaced and read as under.

Contractor is required to take insurance cover under the workmen compensation Act, 1923 amended from time to time from an approved insurance company and pay premium charges thereof. Wherever required by EPI the contractor shall produce the policy or the policies of Insurance and the receipt of payment of current premium. In the event of an accident, any workmen employed by the contractor for execution of the works, suffers an injury or death and is to be compensated under the provisions sub-section (1) of section 12, of the workmen’s Compensation Act, 1923 by the contractor and if the contractor fails to compensate, the EPI / DGAR shall be entitled to recover from the contractor the amount of the compensation so paid and, without prejudice to the rights of the EPI / DGAR under section 12, sub-section (2), of the said Act.

EPI / DGAR shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the Contractor whether under this contract or otherwise. EPI / DGAR shall not be bound to contest any claim made against it under sub-section (1) Section 12, of the said Act, except security for all cost for which EPI / DGAR might become liable in consequence of contesting such claim.

13.0 INDEMNITY AGAINST PATENT RIGHTS

The following Para shall be added to clause No. 20.0 of General Conditions of Contract as under:
The Indemnity against Patent rights shall be in the Joint Name of DGAR and EPI.

14.0 QUALITY ASSURANCE PROGRAMME

The following paragraph shall be added to clause no. 81.0 of General Conditions of Contract (GCC) as under:

The quality testing of materials are to be done as per the frequency of sampling & testing prescribed in relevant IS code of different items of works, all mandatory tests of materials shall be conducted at site laboratory and the tests being got conducted out side shall be got done through reputed laboratories like Regional Engineering College and IIT, Shri Ram Test lab (Private Engineering College & polytechnic not allowed).

15.0 INSURANCE OF WORKS

The Insurance coverage as stipulated in General Conditions of Contract (GCC) clause no. 17,18 and 19 shall be in the combined name of DGAR, EPI and the Contractor for a period of 12 months after Successful completion / handling over of work. The Insurance coverage shall be on the total value of work awarded to contractor by EPI.

16.0 CLAUSE NO.35.0 OF GCC STANDS MODIFIED AS UNDER :

SECURED ADVANCE AGAINST NON-PERISHABLE MATERIALS

The advance payment shall be up to 75% of cost of materials as shown in the vouchers or 75% of the rate of the item in the BOQ of detail estimate, whichever is lower, required for incorporation in the permanent works and brought to site and duly certified by EPI Site Engineer shall be paid to the Contractor for all non-perishable items as per CPWD/ MORTH (as the case may be) norms. The advance will be paid only on submission of Indemnity Bond in the prescribed pro-forma. The advance shall be recovered in full from next Running Account bill and fresh advance paid for the balance quantities of materials. The Contractor shall construct suitable godown at the site of work for safe storage of the materials against any possible damages due to sun, rain, dampness, fire, theft etc. at his own cost. He shall also employ necessary watch & ward establishment for the purpose at his costs and risks. Such secured advance shall be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-Charge provided the Contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer-in-Charge shall be final and binding on the Contractor in this matter. No secured advance shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.

17.0 LAW GOVERNING THE CONTRACT
The following para shall be added to Clause No. 24.0 of General Conditions of Contract as under:

The laws applicable to the contract shall be the laws in force in India. The courts of competent civil jurisdiction at New Delhi shall have exclusive jurisdiction for this contract.

18.0 FORCE MAJEURE

The clause no. 75.0 at page 49 of General Conditions of Contract (GCC) shall be replaced and read as under:

Any delay in or failure of the performance of either party hereto shall not constitute default hereunder to give rise to any claims for damages, if any to the extent such delay or failure of performance is caused by occurrences such as acts of God or the public enemy, expropriation, compliance with any order or request of Government authorities, acts of war, rebellions, sabotage fire, floods, illegal strikes, or riots (otherwise than among the contractors' employees). Only extension of time shall be considered for Force Majeure conditions as accepted by EPI. No adjustment in contract price shall be allowed for reasons of force majeure.

Force Majeure shall not include:-

(i) Any event which is caused by the negligence or intentional action of the contractor.
(ii) Any event which a diligent party could reasonably have been expected to both (A) take into account at the time of conclusion of this contract and (B) avoid or overcome in carrying its application under the contract.

The Contractor when affected by an event of force majeure shall notify the EPI / DGAR of such event as soon as possible, and not later than 14 days following the occurrence of such events, providing evidence of nature and cause of such event and shall similarly give notice of the restoration of normal conditions as soon as possible.

The Contractor shall keep a record of the circumstances referred to above information, which are responsible for causing delay in the executive of the project and shall intimate, in writing, within 14 days of the happening causing delay, requesting for extension of time to the EPI / DGAR. Such extension of time shall be granted after due consideration of circumstances intimated by the Contractor. In case of any difference of opinion the decision of Engineer-in-Charge shall be final and binding. However, no adjustment in the contract price shall be allowed for reasons of force majeure conditions.
19.0 CONSTRUCTION POWER AND WATER SUPPLY:

The construction power and water shall be arranged by the contractor. However, depending upon the availability construction power and water, the same shall be made available to the contractor on chargeable basis at one point and further distribution shall be in his scope.

20.0 INSPECTION OF DRAWINGS:

Before filling in the Tender, the Tenderer will have to check up all Drawings and Schedule of Quantities, and will have to get an immediate clarification from the EPI on any point that he feels is vague or uncertain. No claim nor 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 drawings, 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 GA Drawings, within the time schedule mentioned elsewhere.

21.0 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, against submission of non-revocable and unconditional Bank Guarantee of an equivalent amount from Nationalized Bank/Schedule Bank (as per Proforma for Performance Bank Guarantee, Format No. EPI / MMD/ F-16 given in Vol. 1 General Conditions of the Contract) which shall be release after completion of successful supply, installation, testing and commissioning of Lifts i.e. Stage –III of payment terms ; and on 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 and approval of GA drawings

**Stage-II**

70% of the contract value prorata (item wise) shall be paid on initial inspection of complete material and equipment by EPI and after receipt
of material at site in case of supply item while balance items shall be measured and paid to the extent job is done.

**Stage-III**

20% of the contract value prorata (item wise) shall be paid on completion of successful installation, trial run and commissioning of the system and completion of the work in all respect.

22.0 For Dispatch of materials to Site, the Manufacturer / Contractor shall mark consignee as self A/c DGAR through EPI.

23.0 **ROAD PERMIT:**

Road permit for transportation of goods across state border shall not be issued by DGAR / 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.

24.0 Invoice should be raised by Contractor in the name of EPI, New Delhi.

25.0 **COMPLETION SCHEDULE**

<table>
<thead>
<tr>
<th>Sl. 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>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1. Within 2 weeks from the date of start.</td>
<td>Submission of drawings of Transformer and panels for approval of DGAR/Architect..</td>
</tr>
<tr>
<td>2</td>
<td>2. 3rd week to 11th week</td>
<td>Manufacturing &amp; supply of Equipment.. All these items shall be inspected by EPI.</td>
</tr>
<tr>
<td>3</td>
<td>3. 12th week to 14th week</td>
<td>Installation testing &amp; commissioning and completion of all works of Transformer and allied works..</td>
</tr>
</tbody>
</table>

26.0 The contractor shall comply with legal orders and by laws of other local bodies. 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 licenses, 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 leviable 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.

27.0 GUARANTEE

The Transformer and panels contractor shall guarantee the parameters mentioned in technical specifications and that the materials & workmanship of the equipment 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 12 months from the date of handing over of the installation after testing, commissioning & successful completion of running in period, without any extra cost to EPI / DGAR.

28.0 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.

29.0 LICENCES/PERMITS

The contractor shall arrange for obtaining the license, if required, for the operation and approval of drawings for Transformers and Panels and plant etc as required from the local bodies at his own cost & nothing extra shall be payable.

30.0 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.

31.0 The work shall be carried out in accordance with the drawings approved by the EPI / DGAR. 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.

32.0 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.

33.0 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.

34.0 Bill of Quantities shall be read in conjunction with NIT, 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.

35.0 If the Headquarters of successful Contractor are elsewhere other than in New Delhi, he shall have a duly Authorized Representative in New Delhi from the commencement of the work until the building is occupied by the DGAR. Such representative 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 representative 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 works. Any notice under the contract shall be deemed to have been served on the successful Contractor if served upon such representative or sent by registered letter to his address. Such representative shall not be changed and shall not leave during the duration of the contract, unless the consent of the Engineer-In-Charge shall have been previously obtained. If the Engineer-In-charge orders successful contractor to carry out any rectification under the terms of the contract after the building is completed, the successful Contractor shall carry out the same at his own cost and nothing shall be paid to him for this.

36.0 After completion of installation, testing and commissioning of the complete System as per tender specifications, the Contractor shall, however, provide proper training to the Owner’s (DGAR) employees / representatives for operation and maintenance of the System free of cost.

37.0 CARE OF BUILDING:

Care shall be taken in handling / stocking of material to avoid damage to the building. Any damages made to be buildings during installation of the System shall be made good by the contractor on completion of the System, installation contractor shall remove all debris and leave the areas used by him in a clean state.
38.0 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 DGAR / EPI.

INSPECTION, TESTING AND ACCEPTANCE:

39.0 INITIAL INSPECTION AT MANUFACTURER’S WORK:

The contractor shall furnish such facilities as will be necessary for inspection of the material before dispatch at his or his associate’s works and also for witnessing such tests as per CPWD general specification of electrical works, 2003, relevant BIS and technical specifications of Transformer and Panels as are done at the works if so required by DGAR / EPI. The contractor shall give minimum two weeks notice regarding the dates proposed for inspections. The contractor shall submit list of test on components of Transformer and Panels, which shall be carried out at manufacturer’s premises.

40.0 INSPECTION DURING INSTALLATION AND FINAL INSPECTION:

The contractor shall arrange for checking and testing the installation as per technical specifications of Transformer and Panels. Installation shall not be accepted until DGAR / 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 final inspection of the installation and testing of Transformer and Panels may be carried out by DGAR/EPI. The taking over of Transformer and Panels after trial run shall be subject to removal of defects, if any, pointed out during the inspection. The contractor shall prepare and submit records of all the tests carried out.

41.0 RUNNING-IN-PERIOD:

After satisfactory final inspection as stated the contractor shall demonstrate the trouble free running of the installation for a period of not less than 30 days before DGAR takes over. After the installation has operated for 30 days period without any breakdown or abnormal / unsatisfactory operation of any machinery during this period, the Transformer and Panels shall be deemed to have run trouble-free. The contractor should include one year of free running maintenance after completion of 30 days of trouble free running including replacement of defective parts etc. at his own cost.

The contractor shall make his own arrangements for power required during erection & trail run etc.
42.0 **DATE OF ACCEPTANCE:**
Subject to the guarantee Clause date of taking over the installation after 30 days of trouble free operation shall be the date of acceptance. Any undue wear and tear of components during the “Running In Period” shall be made good by the contractor free of charge.

43.0 **AFTER SALES SERVICES:**
Contractor shall ensure adequate and prompt after sales services in the form of maintenance personnel and spares as and when required. Particular attention shall be paid to ensure that spares are easily available during the normal course of life after installation.

The contractor shall have arrangement to provide on site service at Sector 17, Dwarka, New Delhi – 110075.

44.0 **SITE ENGINEER OF CONTRACTOR:**
Minimum qualifications and experience required for Technical staff other than supervisor shall be as under. Other technicians, welders, fitters etc. shall be trained skilled workers having experience in Transformers and Panel works.

<table>
<thead>
<tr>
<th>Qualification</th>
<th>Minimum Experience</th>
</tr>
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<tbody>
<tr>
<td>One Graduate/Diploma Electrical Engineer-Principal Technical Representative</td>
<td>At least 5 year experience for degree holder and 10 years for Diploma in Installation, Testing and Commissioning of Transformer and Panels.</td>
</tr>
</tbody>
</table>

45.0 Welding wherever required in the work shall be done in full length of the contact area and grinding shall be done properly to get an even surface/ SFRC covers for manholes etc, if provided, shall have DGAR and year of manufacturer as engraved.

46.0 The electrical works shall be executed only through licensed electrician and the agency shall have to submit the valid license of electricians before starting the work.

47.0 It will be the sole responsibility of contractor to obtain all statutory approvals and completion clearance from the all relevant statutory bodies electrical works and 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.

48.0 The tenderers shall make necessary safety arrangement at site including as mentioned in GCC and indemnify EPI against any consequence of accident at site.
49.0 EPI reserves the right to independently verify the performance of the bidder from the Existing owners/users' Consultants. In case any installation of the manufacturer is found to be performing unsatisfactorily, EPI reserves the right to reject the tender and the 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.