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
Indian Institute of Technology (IIT), Kharagpur intend to construct J C Ghosh & P C Roy science Block at it’s campus at Kharagpur

3.0 SCOPE OF WORK INCLUDED IN THE CONTRACT

The brief scope of work included in this tender shall include (but not limited to) Civil, Structural, Plumbing, Internal & External Electrical Sanitary, Drainage, Architectural, Fire Fighting & Prevention System etc.

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

4.0 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 7 years such as abandoning the work, rescinding of contract of 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 EPI

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

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

6.0 SPECIFICATIONS

6.1 The work in general shall be carried out as per latest CPWD specifications New Delhi for Civil Works, Internal Electrical works and Fire fighting (updated with correction slips issued upto last date of submission of tender) and latest CPWD specification New Delhi for electrical works (updated with correction slips issued up to last date of submission of tender) unless otherwise specified in the nomenclature of the individual item of the particular specifications of concerned items of works.

6.2 For items not covered under latest CPWD specification for Civil Works/ latest CPWD specification for Electrical Works, Fire fighting works and in particular specification or nomenclature of the individual item as above, the work shall be done as per latest relevant BIS codes of practice.

6.3 In case specification are not covered under para 7.1 & 7.2 above the work shall be carried out as per the provisions of technical specification given in Annexure-III

6.4 In case of non availability of any specification in the above paras or any overlapping provisions, non-clarity of any issue, applicability of particular provision out of above shall be decided by Engineer-in-charge whose decision shall be final & binding on the contractor.
6.5 Thermo Mechanically Treated bars conforming to IS: 1786, Fe 500 grade as required, from approved manufacturers viz SAIL/RINL/TISCO shall be used. In case of non availability of steel of these makes, TMT bars of other manufacturers as per IS 1786, Fe 500 grade as required, may be allowed to be used with the prior approval of Engineer-in-charge. In case TMT bars from manufacturer other than SAIL/RINL/TISCO is allowed to be used, a deduction of RS. 2(two) per Kg shall be made from the bills of the contractor. The other provisions of clause 45.2 of GCC remains unchanged.

6.6 Ordinary Portland Cement (OPC) as per IS:8112 shall be used on the works. In case of non-availability of ordinary Portland cement, the Portland Pozzolona Cement (PPC) as per IS:1489-1991 can be used. However, in case of using Portland Pozzolona Cement prior approval is to be taken from Engineer-in-charge. Also difference of market price between Ordinary Portland Cement and Portland Pozzolona Cement will be deducted from the contractor. The other provisions of clause 45.1 of GCC remain unchanged.

7.0 CLAUSE NO 69.1 OF GCC STANDS MODIFIED AS UNDER:

If the rates of 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 the order 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 satisfactory 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 Sl. No. 11.0 of Additional Conditions of Contract (ACC). The contractor should submit the weekly progress report as per format approved by Engineer-in-charge.

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. 9.0 of ACC. If the Contractor fails to maintain the required progress in terms of clause no 72.4 of GCC or relevant clause of additional conditions of contract to complete the work and clear the site on or before the completion date or extended date of completion, he shall without prejudice to any other right or remedy available under the law to EPI on account of such breach, pay compensation the amount calculated at the rate of 1% per week or part thereof subject to 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 (milestones) 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 and /or milestones of time and progress chart provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the tendered value of work.
10.0 CLAUSE NO.76.3, STANDS MODIFIED AS UNDER:

JURISDICTION:

The courts in Kolkata alone will have jurisdiction to deal with matters arising from the contract.

11.0 COMPLETION PERIOD

The completion period for the total work is 18 months from the date of placement of LOI/ Work Order

12.0 PRICE VARIATION CLAUSE

No extra or additional amount over and above the total quoted price will be admissible on any account whatsoever in any respect or aspect or else otherwise. The rates quoted will remain firm and fixed and free from any kind of escalation and without any kind of extra or additional amount on any account whatsoever in any respect or aspect or else otherwise during the entire tenure of the contract and till completion and discharge of all the obligations as per the ambit of the contract in all respect and means.

13.0 PLANT & MACHINERY

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Minimum numbers required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Digital theodolite &amp; auto level</td>
<td>One</td>
</tr>
<tr>
<td>2.</td>
<td>Total Station</td>
<td>One</td>
</tr>
<tr>
<td>3.</td>
<td>Levelling Instruments</td>
<td>One</td>
</tr>
<tr>
<td>4.</td>
<td>Vibrators (Petrol / Electrical)</td>
<td>Four</td>
</tr>
<tr>
<td>5.</td>
<td>Needles of Vibrator</td>
<td>Ten</td>
</tr>
<tr>
<td>6.</td>
<td>Batching Plant minimum 18m³/hr capacity</td>
<td>One</td>
</tr>
<tr>
<td>7.</td>
<td>Concrete Mixers alongwith weigh batcher</td>
<td>Two</td>
</tr>
<tr>
<td>8.</td>
<td>DG Set (63 KVA)</td>
<td>One</td>
</tr>
<tr>
<td>9.</td>
<td>Transit mixer</td>
<td>Two</td>
</tr>
<tr>
<td>10.</td>
<td>Tower crane</td>
<td>One</td>
</tr>
</tbody>
</table>
11. Builder hoist        Four
12. Concrete Pump of min 30 Cum/hr capacity      One
13. Lighting Equipment    As per requirement

Note:

a) Any other equipment for site test as outlined in CPWD/BIS specification and as directed by the 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 contract documents.

c) The contractor will not be allowed to take out equipments from the site without the written permission of Engineer-in-Charge.

14.0 TECHNICAL MANPOWER REQUIREMENT

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Minimum numbers required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Site-in-Charge, Engineering graduate with eight years of experience / DCE with ten years of experience</td>
<td>One</td>
</tr>
<tr>
<td>2.</td>
<td>Site Engineer, DEE with five years of experience</td>
<td>One</td>
</tr>
<tr>
<td>3.</td>
<td>Site Engineer, DCE with five years of experience</td>
<td>Two</td>
</tr>
<tr>
<td>4.</td>
<td>Billing Engineer, DCE with five years of experience</td>
<td>One</td>
</tr>
<tr>
<td>5.</td>
<td>Quality control and Survey Engineer, DCE with five years of experience</td>
<td>One</td>
</tr>
</tbody>
</table>

15.0 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 certificate issue 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 engaged by the contractor.
e) ‘As built’ drawings.
f) Periodical services and measurement books.
g) Drawings for layout of underground cables and details showing location of electric cable joints etc.
h) All operation and maintenance manuals.
i) All statutory approvals from various state / 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.

16.0 CONCRETING

16.1 The concreting shall be machine mixed with equipment as approved by Engineer-in-Charge. The contractor may opt to use Ready Mixed Concrete of repute after obtaining prior approval from the

16.2 The contractor shall provide construction joints only at the specified positions and as per BIS codes and the concreting for columns shall be floor to beam height in one lifts, and in case the concreting is to be done in two lifts the minimum height of first lift of columns shall be 2.4 meters.

16.3 The stone aggregate and sand of required zone shall be from the quarries as approved by Engineer-in-Charge. The samples of the materials shall be got approved along with the mix design.

16.4 Plasticizers of the required specification and make shall only be permitted as per approved mix design. The cost of plasticizers / additives is deemed to be included in the rates of concrete & nothing extra shall be payable on this account.

16.5 Ready mix concrete brought from outside sources or produced at site shall have minimum quantity of cement as specified in BIS specifications and as per approved design mix.
16.6 The contractor shall provide all cut outs in RCC work in Co-ordination with other agencies and as per instructions of Engineer-in-Charge and nothing extra shall be payable. In case the same is not provided by the Contractor the same shall be got done at their risk & cost.

17.0 BRICK WORK.

17.1 The brick should be minimum class designation 75 conforming to IS 1077: 1992.

17.2 The brick work for all external wall should be done from outside. The rigid scaffolding of MS pipe and the supports shall be sound and strong, with horizontal MS pipe. The contractor shall be responsible for providing and maintaining sufficiently strong scaffolding so as to withstand all loads likely to come upon it. Due care shall be taken by the contractor to ensure the execution sufficient quantity of scaffolding for this purpose so as to complete the project within stipulated time.

17.3 Ash brick works shall be with the bricks of specified grade & source as approved by Engineer-in-Charge and no efflorescence die to salt peter shall be allowed. The contractor shall have to give proper treatment in any such case and nothing extra shall be payable and the rates quoted shall be all inclusive.

18.0 CENTERING & SHUTTERING

18.1 Centering & shuttering works for columns shall be made out of laminated shuttering plywood of minimum 12mm thickness as per BIS, with angle iron frame. The centering, shuttering and staging system shall be got approved from the Engineer-in-charge.

18.2 The shuttering used for beam shall be of laminated shuttering plywood as per BIS. The support system shall be integrated with the slab. For slabs in case ply wood shutters is not used, welded steel plates will be allowed to be placed in uniform pattern. The thickness of plates and pattern to be got approved from the Engineer-in-charge.

18.3 All joints in the shuttering i.e. plate to plate etc shall have to be sealed with adhesive / foam, to ensure water tightness of the form work.
18.4 All shuttering work for Architect features shall be with fiber glass moulds and the rate quoted by the contractor in the schedule of rate shall be inclusive of same.

18.5 All shuttering joints the slab, beams and lintels etc shall be treated with tape or required width to make it water tight and the rates quoted for centering shuttering work shall be all inclusive and nothing extra whatsoever shall be payable over and above the quoted price.

18.6 The shuttering shall be tightened by using runners, tie rods and bracing. No Ghughoo / welded system shall be allowed. Support shall be adequate and proper.

18.0 GENERAL

19.1 Flooring works shall be executed as per the approved drawings / design & specifications. The pattern shown in the tender drawings, if any, and be modified as per the site requirements by Engineer-in-charge within the proportions of the flooring materials to be provided and nothing extra whatsoever shall be payable over and above the rate quoted.

19.2 The water proofing for the terraces, underground tanks / toilet floor etc, shall be got executed only through the authorized applicators of the manufacturers and the guarantee for the same shall be in the name of EPI / owner for a period of ten years after the expiry of defect period liability on the prescribed format given in the GCC.

19.3 Plumbing & Sanitary work to be executed by licensed plumber and the plumbing scheme / drawing to be got approved from statutory authorities through the appointed licensed plumber without any extra cost. The agency shall have to submit the valid license of plumbers before starting the work.

19.4 CI pipes for sanitary and GI pipes for water supply if fixed in RCC members like columns, beams etc. shall be fixed with scrub plugs.

19.5 The contractor shall be responsible for all protection of sanitary, water supply electrical fittings & fixture against pilferage, breakage during period of installation until the completion of work and handed over to EPI.

19.6 Welding wherever required in the work like in grill, railing etc. shall be done in full length of the contract area and grinding shall be done properly to get an even surface, SGRC covers for manholes etc. if provided, shall have name of owner /
client and year of manufacturer as engraved.

19.7 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.

19.8 It will be the sole responsibility of contractor to obtain all statutory approvals / compliance required for construction / implementation of the project including right of way Forest clearance and completion clearance from the all relevant statutory bodies for plumbing, sewerage, sanitary and PHE work, fire department for fire protection, fire fighting, fire fighting installation, electrical works etc. 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 / owner with the local bodies will also have to be done by the contractor. Nothing extra shall be payable to contractor on this account.

19.9 The contractor shall make necessary safety arrangements at site including as mentioned in GCC and indemnity EPI against any consequence of accident at site.

19.10 The tenderer shall engage specialized agency having adequate technical capability & experience of having executed Fire Fighting & Fire Alarm works. The specialized agency for the work shall be got approved by Engineer-in-charge well before actual commencement of the respective items of work.

19.11 The contractor shall erect MS sheet fencing along the periphery of the site as per drawing of EPI with proper colour as directed by the Engineer-in-charge and name/logo, safety slogan etc. written at appropriate places within ten days of issue of LOI. The contractor shall be responsible for daily cleaning of this fencing with water etc. to keep the fencing in neat & clean condition at all times. The damaged fencing should be replaced immediately by the contractor. The cost of MS sheet fencing, its maintenance etc. is deemed to be included in the quoted rates. The contractor shall engage sufficient number of security guards at his cost to ensure controlled entry to site and not to allow unauthorized personnel at site.

19.12 The contractor shall have to execute the work in pace and in such a way to facilitate agencies engaged simultaneously for execution of other works required for completion of the Building. No claim shall be entertained due to work being executed in the above circumstances.

19.13 Unless otherwise specified in the schedule of quantities, the rates tendered by the Contractor shall be all inclusive and shall apply to all heights, floors including Terrance, leads and depths and nothing extra shall be payable on this account.

19.14 On completion of work, the tendered shall submit by no extra payment four prints of “as built" drawings to Engineer-in-Charge.
20.0 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 code of different items of works, all mandatory tests of materials shall be conducted at site laboratory and the tests not possible at site shall be tested outside through reputed laboratories like Regional Engineering College (NIT)/Government Engineering College / IIT/ M/s Shriram Test lab. Private Engineering College & polytechnic college are not allowed for testing.

21.0 MOBILIZATION ADVANCE:-

21.1 Interest free Mobilization Advance maximum upto 10% of the Contract Value shall be paid to the contractor as per clause 8.0 of General Conditions of Contract.

21.2 EPI is awarding this Contract on behalf of Indian Institute of Technology (IIT), Kharagpur. In case M/s. EPI cease to be an agency for the project, the right and responsibility etc, of EPI in the Contract shall get transferred to Indian Institute of Technology (IIT), Kharagpur or their nominated agency.

22.0 TERMS OF PAYMENT

a. 95% will be released within 15 days after certification of RA bill

b. Balance 5% will be released after expiry of free maintenance period of one year

23.0 FACILITIES

The sub-clause 28.3 of the clause no. 28 of General Conditions of Contract (GCC) for Furnished Office Accommodation & Mobility and Communication to be provided by the Contractor to EPI shall be replaced and read as under:-
The contractor shall make his rates in Bill of Quantities sufficiently comprehensive to cover the cost of the facilities as per details shown below and the contractor shall not be entitled for any extra payment for the same.

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 OFFICE WITH FACILITIES – The contractor is to provide office with following facilities till defect liability period.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A(i) OFFICE ACCOMODATION</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Furnished office /office cum Residential Accomodation at one or more locations as per direction of Engineer-in-Charge with basis amenities like Toilets, Drinking water arrangement, lights, other facilities for winter and summer season etc. for exclusively EPI’s Engineer &amp; Staff &amp; maintenance of the same till Defect Liability Period</td>
<td>Sq. ft</td>
<td>1500</td>
</tr>
<tr>
<td>(ii)FURNITURE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office tables</td>
<td>Nos.</td>
<td>5</td>
</tr>
<tr>
<td>Office Chairs</td>
<td>Nos.</td>
<td>10</td>
</tr>
<tr>
<td>Executive Table &amp; Chair Set</td>
<td>Nos.</td>
<td>10</td>
</tr>
<tr>
<td>Steel Almirah (Big)</td>
<td>Nos.</td>
<td>2</td>
</tr>
<tr>
<td>File Cabinet</td>
<td>Nos.</td>
<td>2</td>
</tr>
<tr>
<td>B) (OFFICE EQUIPMENT)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Fax Machine</td>
<td>No.</td>
<td>1</td>
</tr>
<tr>
<td>b) Computer (Pentium-IV, office edition) with minimum 500 GB HDD, DVD Writer, along with UPS &amp; Operator (In case computer operator is not provided by the contractor, recovery of Rs. 10,000/- per month shall be made from the Contractor’s bill in this regard) and latest Version of Software’s like MS Project, Windows 7 OS, MS Office 2007 or latest Auto Cad etc.</td>
<td>Nos.</td>
<td>2</td>
</tr>
<tr>
<td>c) Laser Printer or any other Printer of equivalent amount A3 size</td>
<td>No.</td>
<td>1</td>
</tr>
<tr>
<td>d) Internet Facilities</td>
<td>No.</td>
<td>1</td>
</tr>
<tr>
<td>e) Refrigerator (230 Ltrs) or any other gadget of equivalent cost as decided by EPI.</td>
<td>No.</td>
<td>1</td>
</tr>
<tr>
<td>f) Aqua Guard (Drinking water) or any other gadget of equivalent cost as decided by EPI</td>
<td>Nos.</td>
<td>2</td>
</tr>
<tr>
<td>g) Air Conditioner with cooling &amp; heating (1.5 ton capacity)</td>
<td>Nos.</td>
<td>2</td>
</tr>
</tbody>
</table>
h) Photocopy machine (CANON NP 3050 or equivalent model) or any other gadget of equivalent cost as decided by EPI. Cartridge for Photocopy machine shall be provided by the contractor till the expiry of defect liability period.  

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Photocopy machine (CANON NP 3050 or equivalent model)</td>
</tr>
</tbody>
</table>

i) Digital Camera Sony make Digital still camera 10.0 Mega Pixel W-series 3 x optical zoom cyber shot (Black) or any other gadget of equivalent cost as decided by Engineer-in-Charge.  

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Digital Camera Sony make Digital still camera 10.0</td>
</tr>
</tbody>
</table>

Running and maintenance of the equipment mentioned above are to be done by the contractor at his own cost  

<table>
<thead>
<tr>
<th>Description</th>
<th>As per actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>All consumables like Stationary ink etc. for a value of Rs. 3,000/- per month (Approx) shall be provided by PARTY till end of the defect liability period. (Stationary items are inclusive of visiting cards, rubber stamps, letter pads, photocopy papers, all accessories of computer including ink cartridge &amp; any other items of daily office use).</td>
<td></td>
</tr>
</tbody>
</table>

(C) CONSUMABLES  

Vehicle:  
Brand New Four wheel drive Scorpio DX vehicle or equivalent with Driver, fuel, spare parts and maintenance. Distance of travel will be 3000 KM (approx.) per Month. If the above facilities are not provided, Rs. 40,000/- per month for each vehicle shall be charged from the contractor from the date of issue of LOI/work order till the end of defect liability period.  

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Vehicle: Brand New Four wheel drive Scorpio DX vehicle</td>
</tr>
</tbody>
</table>

E) TELEPHONE  

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Office Telephone (Fixed Line) with Instrument &amp; STD facilities</td>
</tr>
<tr>
<td>3</td>
<td>Mobile phone: Mobile connection with set. Cost of each mobile set will be Rs. 6,000/- (Approx.). Monthly operational charge for each will be Rs. 2,000/- (Approx.) per month</td>
</tr>
</tbody>
</table>

F) Office Boy on full time basis only for EPI.  

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Office Boy on full time basis only for EPI</td>
</tr>
</tbody>
</table>

The vehicle shall be brand new and shall be provided with driver on full time basis. Consumables like diesel/petrol/oil lubricants and spare parts etc. shall be provided by the tenderer at their cost. The vehicles shall be maintained in good working condition. In case of breakdown, replacement of vehicle shall be
provided by tenderer. In case a vehicle is not required by EPI or failed to provide by the contractor, a recovery of Rs. 40,000/- per month per vehicle shall be made from the tenderer for this purpose till the end of defect liability period.

In case Driver, POL, maintenance is not required by EPI for any vehicle, a recovery of Rs. 20,000.00 per month per vehicle shall be made from the tenderer for this purpose till the end of defect liability period.

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

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

In case the above facilities are not provided by the tenderer 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 tenderer and make the recoveries from the bills of the tenderer for the same. The decision of EPI shall be final and binding on the tenderer in this regard.

24.0 SITE LABORATORY

24.1 As part of the contract the contractor shall establish and maintain a site laboratory for the testing of 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 the 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.

25.0 ALTERATION IN SPECIFICATION, DESIGN AND DRAWING

The Engineer-In-Charge shall have power to make any alterations in, omissions from, additions to or substitutions for, the original Specifications, Drawings, Designs and Instructions that may appear to him to be necessary during the progress of the work, and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-In-Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work.

The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the provisions stipulated in the clause no. 69.0 of the General Conditions of Contract.
Addendum to Clause No. 10 of ACC

Clause 10 of ACC stands modified as under:

1) Clause No. 76.1 (GCC)

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:

2) Clause No. 76.2 (GCC)

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 Memorandums / 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 Enterprises inter se.

i) 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, Government of India or any modification issued in this regard.

3) Clause No. 76.3 (GCC) JURISDICTION

The courts in Kolkata alone will have jurisdiction to deal with matters arising from the Contract, to the exclusive of all other courts.