CONSTRUCTION OF NEW POLYTECHNIC INSTITUTE AT GUMLA
DEPT. OF SCIENCE & TECHNOLOGY, GOVT. OF JHARKHAND

ADDITIONAL CONDITIONS OF CONTRACT

1. Intent:

These additional conditions of contract (ACC) shall be read in conjunction with the Instructions to the Tenderers & General Conditions of Contract for the work of Construction of New Polytechnic Institute at Gumla, Jharkhand. These Additional Conditions of Contract shall supercede the instructions to the Tenderers & General Conditions of Contract (G.C.C.) wherever they are at variance.

2. Site:

The site is about 4 KM outside Gumla Town near new police line approximately 100 Km from Ranchi, measuring 10.0 acre.

3. Scope of work:

The contractor shall be responsible for supply, construction, supervision and commissioning of Hostel Building for Package-2 and HOD Quarters, Bachelor Quarters, Work Shop, Boundary wall, Internal Road, Drainage System, External Electrification, Water Supply system including water tank, other campus development work for package-3 for the proposed New Polytechnic Institute at Gumla, Jharkhand as per the technical specifications, designs, drawings, instruction and terms and conditions given in the tender documents.

4. Tender Documents:

4.1 Following documents shall form the complete set of Tender Documents for this contract.

4.1.1 Instructions to the Tenderers & General Conditions of Contract – 126 Pages.

4.1.2 Notice Inviting Tender.

4.1.3 Additional Conditions of Contract
4.1.4 Technical Specification and Tender Drawings

4.1.5 Form of Price Bid

4.1.6 Bill of Quantities

4.2 Notwithstanding sub-division of the documents into separate sections, every part shall be deemed to be supplementary of every other part and shall be read with and into the contract.

5. Tender Price & Amount:

5.1 The tenderer shall fill up the prescribed format of Price Bid (enclosed) forming part of tender documents, with his rates at percentage below, above or par (both in figures and words) the estimated cost for each building/sub-head separately he will be willing to execute the work. the tenderer shall take due notice of other requirements of clause 4 of Instructions of Tenderers.

5.2 Comparative estimate after tendering has to be approved by Dept. of Science & Technology (Owner).

5.3 All other terms and conditions will be as per G.C.C. and Instruction to the Tenderer Volume – I.

6. Secured Advance:

Secured advance shall be admissible to the contractors under the guidelines of G.C.C. (Cl. No. 35.0) if the owner agrees to pay such advance.

7. Payment:

In addition to Cl. No. 37 of General Conditions of Contract, the following shall also govern the terms of payment:

7.1 Payment will be made based on measurements entered in Measurement Book (MB) & certification of the same by Engineer – incharge. The owner (Dept. of Science & Technology) may arrange for checking the MB by Civil Engineers of Govt. Engineering College/Polytechnic or equivalent organization. The contractor shall remain bound to render all assistance to the Engineer – incharge or his authorized representative during such checking of the measurements.

8. Compensation for Delay and Remedies:
The rates of agreed Compensation stipulated at Clause 72.1 of G.C.C. shall be read amended as under:
8.1 The contractor will be liable to pay to the EPI a penalty of 5% on amount of 1.1 times of the order value of the project if the project is not completed within time for the first month and thereafter contractor will be liable to pay compound interest @ 12% p.a. calculated quarterly for the subsequent periods of delay, if the delay is attributable to the contractor, provided always it is payable by the contractor if the same is deducted from bills of EPI by the owner. The decision of EPI in this regard shall be final and binding on the contractor.

9. Challan & Royalty etc.

Contractor at time of submission of each bill shall produce royalty clearance certificate/challan against payment of royalty of materials used for the work. In case he fails to submit such certificate/challans along with the bill, the royalty for materials will be deducted from each RA Bill against work done as per the prevailing directives of the Sate Mining Department.

10. Progress Monitoring, Quantity & Quality Check:

Time schedule and progress monitoring shall be guided by C. No. 43 of G.C.C.. However the owner reserves his right to monitor the progress including all technical requirements of work in association with the representatives of EPI or themselves. The owner also reserves the right to get the quantity & quality of work tested by another Government agency or Private body. The Contractor shall have no objection to such monitoring and testing and shall be deemed to have include the expenses to be incurred on such accounts in the rates as agreed in the Contract.

11. Carriage of materials:

Carriage of materials will be paid for the items quoted based on Jharkhand Schedule of Rates (JSOR) 2008 only as mentioned in the tender. If the lead is found less than provided in the tender payment will be made as per actual lead. No payment towards extra carriage over provision made in the tender will be admissible under any circumstances.

No payment for carriage of materials for the items quoted based on CPWD Schedule and Non-schedule items will be paid under any circumstances.

12. Accuracy of Works:

The various works to be done true to line, level and grade. The periodical checking by the supervising engineer shall not absolve the contractor of his responsibility regarding accuracy. In case any deviations or discrepancy in the line, level or grade the contractor shall make good discrepancy at his own cost and without any compensation for the additional work involved.
13. Mobilization Advance:

The amount of Interest bearing mobilization advance as mentioned in memorandum of the tender document will be released as under:

13. 1 5% of order value after fulfillment of conditions in Cl. 8.1 (i) of G.C.C.

13. 2 Balance 2.5% of order value after fulfillment of conditions in Cl. 8.1 (ii) & 8.1 (iii) of G.C.C.

Other provisions of Cl. 8.0 of GCC shall remain unaltered.

14. Escalation Clause- The escalation will be paid if approved and paid by department of science and Technology, government of Jharkhand (The client), as per clause 47 of standard bidding document applicable in Jharkhand government department as given below.

Contract Price shall be adjusted for increase or decrease in rates and price of materials in accordance with the following principles and procedures and as per formula given below in the contract data. **This will be paid to the contractor only when the client, department of Science and technology will release the payment/fund against this clause.**

The price adjustment shall apply for the work done from the start date given in the contract data upto end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.

The price adjustment shall be determined during each month from the formula given in the contract data.

Following expressions and meanings are assigned to the work done during each month:

\[ R = \text{Total value of work done during the month. It will exclude value for works executed under variations(Extra Items)for which price adjustment will be worked separately based on the terms mutually agreed and approved by Department of Science and technology}\]

\[\text{The Client).}\]

To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.
The formula (e) for adjustment of prices is:
R = Value of work as defined above.

**Adjustment for labour component**

(i) Price adjustment for increase or decrease in the cost of labour shall be paid in accordance with the following formula.

\[ VL = 0.85 \times \frac{PL}{100} \times R \times \frac{(L_1 - L_0)}{L_0} \]

\[ VL = \text{Increase or decrease in the cost of work during the month under consideration due to change in the rates of labour.} \]

\[ L_0 = \text{The consume price index for industrial workers for the state on 28 days preceding the date of opening of Bids as published by Labour Bureau, Ministry of Labour, Government of India.} \]

\[ L_1 = \text{The consumer price index for industrial workers for the state for the month under consideration as published by Labour Bureau, Ministry of Labour, Government of India.} \]

\[ PL = \text{Percentage of Labour Component of the work.} \]

**Adjustment for cement component**

(ii) Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula:

\[ V_c = 0.85 \times \frac{P_c}{100} \times R \times \frac{(C_i - C_0)}{C_0} \]

\[ V_c = \text{increase or decrease in the cost of work during the month under consideration due to changes in rates for cement.} \]

\[ C_0 = \text{The all India wholesale price index for cement on 28 days preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi.} \]

\[ C_i = \text{The all India average wholesale price index for cement for the month under consideration as published by Ministry of Industrial Development, Government of India, New Delhi} \]

\[ P_c = \text{Percentage of cement component of the work} \]

**Adjustment for steel component**

(iii) Price adjustment for increase or decrease in the cost of steel procured by the Contractor shall be paid in accordance with the following formula:

\[ V_s = 0.85 \times \frac{P_s}{100} \times R \times \frac{(S_i - S_0)}{S_0} \]

\[ V_s = \text{Increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel} \]

\[ S_0 = \text{The all India wholesale price index for steel (Bars and Rods) on 28 days preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi} \]
Si = The all India average wholesale price index for steel (Bars and Rods) for the month under consideration as published by Ministry of Industrial Development, New Delhi

PS = Percentage of steel component of the work

Note: - for the application of this clause index of bars and rods has been chosen to represent steel group.

**Adjustment of POL (Fuel and lubricant) component:-**

(iv) Price adjustment for increase or decrease in the cost of POL (fuel and lubricant) shall be paid in accordance with the following formula.

\[ V_f = 0.85 \times \frac{P_f}{100} \times R \times \frac{(F_1 - F_0)}{F_0} \]

\( V_f = \) Increase or decrease in the cost of work during the month under consideration due to changes in rates for fuel and lubricant.

\( F_0 = \) The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC at nearest center on the day 28 day prior to the date of opening of Bids.

\( F_1 = \) The official retail price of HSD at the existing consumer pumps of IOC at Nearest center for the 15th day of month of the under consideration.

\( P_f = \) Percentage of fuel and lubricant component of the work.

Note: For the application of this clause, the price of High Speed Diesel oil has been chosen to represent fuel and lubricants group.

**Adjustment of other materials component:-**

(vi) Price adjustment for increase or decrease in cost of local materials other than cement, steel, bitumen and POL procured by the contractor shall be paid in accordance with the following formula:

\[ V_m = 0.85 \times \frac{P_m}{100} \times R \times \frac{(M_i - M_o)}{M_o} \]

\( V_m = \) Increase or decrease in the cost of work during the month under consideration due to changes in rates for local Materials other than cement, steel, bitumen and POL.

\( M_o = \) the all India wholesale price index (all commodities) on
28 days preceding the date of opening of Bids, as published by the Ministry of Industrial Development, Government of India, New Delhi.

Mi = the all India wholesale price index (all commodities) for the month under consideration as published by Ministry of Industrial Development, Government of India, New Delhi.

Pm = Percentage of local material component (other than cement, Steel, bitumen and POL) of the work.

The following percentages will govern the price adjustment for the entire contract:-

1. Labour – P1 35%
2. Cement – Pc 5%
3. Steel – Ps 5%
4. POL -Pf 5%
5. Other Materials 50%
Total
100%