ADDITIONAL CONDITIONS OF CONTRACT (ACC)

1.0 The following Additional Conditions of Contract (ACC) shall be read in conjunction with General Conditions of Contract (GCC). 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 Condition of Contract shall take precedence.

2.0 SCOPE OF WORK

The brief scope of work included in this contract shall include (but not limited to) providing Temporary ancillary works & initial pile load testing for construction of flyovers/ Rail Over Bridge (ROB) The work is to be carried out item rate basis as per bill of quantities and tender conditions.

SPECIFICATIONS:

The work shall be carried out as per MORT&H/CPWD specifications 2009, Vol. I & Vol. II in general & revised / updated specifications [as per office memorandum no:- 62/SE(S&S)/EE-II/AE-I/PAR/05-06/01 dated 2.1.2006 and also according to the upgraded/revised specification as approved/instructed by the competent authority of Govt. of Uttrakhand.

3.0 QUALIFICATION OF TENDERERS

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

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 provided 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, not properly completing the work, inordinate delay in completion, consistent history of litigation / arbitration awarded against the
contractor or any of its constituents or financial failures due to bankruptcy etc. in their ongoing/past projects.

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

d) If the tenderers attempt to influence any member of the selection committee, EPI reserves its right to take appropriate action including disqualification of Tenderer(s) as may be deemed fit and proper by EPI at any time without giving any notice to the Contractor in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Tenderers.

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

6.0 The work in general shall be carried out as per the Technical Specification (enclosed) to be read in conjunction with Specifications described under Bill of Quantities.

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

8.0 TAXES & DUTIES:

The rates quoted by the contractor shall be inclusive of all taxes, duties such as Excise duty, Octroi, Customs duty, Royalty, Toll Tax, Cess, Labour cess etc. as per clause no. 13.0 of GCC.

9.0 FACILITIES TO BE PROVIDED BY PARTY TO EPI:

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 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.
A) CONVEYANCE AND OTHER FACILITIES

Vehicle (Good Condition) Four wheel drive not less than 1400 CC or equivalent with Driver with all accessories valuing ₹ 45,000/-. Monthly running shall be restricted to 4000 Kms each.

The vehicle shall be in good condition 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 registration, transportation etc. shall be borne by the Tenderer. In case of vehicle is not provided by contractor, a recovery of ₹ 45,000/- per month or actual whichever is higher shall be made from the Tenderer for this purpose till the handing over of the work completely to EPI/Client.

10.0 PLANT & MACHINERY

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

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Minimum numbers required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Digital theodolite &amp; auto level</td>
<td>As per requirement</td>
</tr>
<tr>
<td>2</td>
<td>Leveling Instrument &amp; Total station</td>
<td>As per requirement</td>
</tr>
<tr>
<td>3</td>
<td>Piling Equipment</td>
<td>As per requirement</td>
</tr>
<tr>
<td>4</td>
<td>DG Set (250 KVA)</td>
<td>As per requirement</td>
</tr>
<tr>
<td>5</td>
<td>Tripper / Dumper</td>
<td>As per requirement</td>
</tr>
<tr>
<td>6</td>
<td>Hydraulic Excavator</td>
<td>As per requirement</td>
</tr>
<tr>
<td>7</td>
<td>Crane of 5 tonne capacity</td>
<td>As per requirement</td>
</tr>
<tr>
<td>8</td>
<td>Load testing equipment, dial gauge etc.</td>
<td>As per requirement</td>
</tr>
</tbody>
</table>
11.0 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 issued by the Engineer-in-charge specifying the handing over of the work including list of inventories (fittings & fixtures).

b) Computerized stage wise payment schedule.

c) No claim certificate by the contractor.

d) No claim certificate from the sub-agencies/vendors engaged by the contractor.

e) Detail required for preparing as built drawings.

f) Periodical services and measurement books.

g) Drawings for layout of underground cables and details showing location of sluice valves, Electric cables 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.

12.0 It will be the sole responsibility of the contractor to obtain all statutory approvals/compliance required for construction/implementation of the projects including right of wet forest clearance, and completion clearance from all the relevant statutory bodies for plumbing, sewerage sanitary, PHE woks, electrical work etc. and for all other services as included in the scope of contractor from the concerned department as required within the stipulated time. Liaison work on behalf of EPI/with the local bodies will also have to be done by the contractor. Nothing extra other than the statutory fees as deposited by the contractor to such statutory bodies/departments shall be paid to the contractor on the account.
13.0 The contractor shall be responsible for all protection of sanitary water supply, electricity fittings and fixtures against pilferage breakage during period of installation until the completion and handing over to EPI.

14.0 The contractor, if not already registered with EPI, shall be required to get registered with EPI after furnishing the required information as required in the prescribed form of registration and on submitting the required registration fee.

15.0 The quantities mentioned in the Bill of Quantities are indicative only and may vary to any extent. Payment shall be made to the contractor on the basis of actual quantity of work done at site.

16.0 The contractor shall be required to make at his costs a necessary safety arrangement at site including as mentioned in the GCC and keep EPI indemnified against all consequences arising out of accidents, if any at the work site.

17.0 EPI is awarding this contract on behalf of Govt. of Uttarakhand, the owner. In case M/s EPI ceases to exist in the project in turnkey plus cost basis works, the right and responsibility etc. of EPI in the contract shall get transferred to GOU of their nominated agency (ies).

18.0 ARBITRATION

18.1 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 of General Conditions of Contract (GCC).

19.0 CONCRETING

The concreting shall be machine batched with equipment as approved by Engineer-in-Charge. The Contractor shall use Ready Mixed Concrete of repute after obtaining prior written approval from the Engineer-in-Charge.

20.0 CENTERING & SHUTTERING

23.1 The shuttering used for pile cap, pier & flayer etc. shall be of welded steel plate as per BIS. The thickness of plates and pattern to be got approved from the Engineer-in-Charge.
23.2 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.

21.0 **GENERAL**

24.1 The Tenderers shall make necessary safety arrangement at site including as mentioned in GCC and indemnity EPI against any consequence of accident at site.

24.2 Bidder shall make it’s own arrangement for water and electricity at his own cost.

24.3 In the event of breakdown of any equipment the contractor should immediately mobilize replacement of the said equipment.

22.0 It will be ensured by the contractor that no work, beyond the scope of work mentioned in the tender document is executed without prior permission of Engineer-in-charge of EPI. Cost of any such work if executed without prior sanction for execution will be borne by the contractor only and EPI will have no obligation whatsoever.

23.0 **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</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>From the date of start up to the end of 15(^{th}) day</td>
<td>Ground leveling filling, erection of barricating with retro reflective stickers, diversion marking etc</td>
</tr>
<tr>
<td>2</td>
<td>From the start of 4(^{th}) day to the end of 20(^{th}) day</td>
<td>Lighting arrangement, deployment of marshals</td>
</tr>
<tr>
<td>3</td>
<td>From the start of 7(^{th}) day to the end of 30(^{th}) day</td>
<td>Mobilisation of Piling Rig, Initial pile load, Boring Augar, Bucket, Crane etc</td>
</tr>
<tr>
<td>4</td>
<td>From the start of 15(^{th}) day to the end of 3(^{rd}) month</td>
<td>Completion of site clearance, testing &amp; commissioning and handling over of the test data.</td>
</tr>
</tbody>
</table>

24.0 Only approved type/make of Specified Cement to be used. In case of use of other type/makes of cement in exceptional circumstances, that too after prior written approval of Engineer in Charge of EPI/ Client, the recovery at prevailing market rates shall be made.
25.0 MODIFICATIONS OF CLAUSE NO.76.0 OF GENERAL CONDITIONS OF CONTRACT (GCC)

25.1 CLAUSE NO.76.1 OF GCC: DELETED

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

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

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

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