ADDITIONAL CONDITIONS OF CONTRACT
(Construction of Multi-Purpose Cyclone Shelters)

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 provision of General Conditions of Contract, then provisions in this Additional Conditions of Contract shall take precedence over General Conditions of Contract.

2.0 INTRODUCTION

National Disaster Management Authority (NDMA) has appointed Engineering Projects (India) Ltd., as execution agency for Construction of Multi Purpose Cyclone Shelters (MPCS) at Districts of Purba Medinipur in West Bengal:

3.0 PREQUALIFICATION CRITERIA

The reputed and financially sound Contractors who fulfil the following qualifying requirements are eligible to participate. The joint ventures are not accepted.

A. Bidder should have completed / substantially completed works during last 7 years ending 31.03.2013.

i) One similar completed works valuing at least 80% of the estimated cost put to tender.

OR

Two similar completed works valuing at least 50% of this estimated cost put to tender.

OR

Three similar completed work valuing at least 40% of this estimated cost put to tender.

a. The “similar works” shall mean “Residential /office complexes/infrastructure on piles. “

b. The substantially completed work shall be the work where at least 80% billing of total awarded value has been achieved. The certificate issued by client with billed value of work shall form the basis of evaluation.
c. For evaluation purpose, the completion cost of works mentioned in the Completion Certificate shall be enhanced by 7% per annum (till 31.03.2013).

a. The cost of free issue materials shall not be included in the completion cost of works.

B. Should have Average Annual Financial Turnover of not less than 30% of the estimated cost in the last three years ending 31.03.2012 duly certified by a Chartered Accountant.

C. Should not have incurred any loss in more than two years during the last five years ending 31.03.2012. Copies of balance sheet / certificate from Chartered Accountant to be submitted.

D. Should have a solvency of 40% of the estimated cost issued by a Bank. The Solvency Certificate should not have been issued earlier than one year of last date of submission of the tender.

E. Should have valid Permanent Account Number of Income Tax.

F. Should have valid PF Registration No.

G. Should have valid VAT Registration No.

H. The bidders shall submit all relevant documents duly attested by Gazetted Officer not below the rank of Executive Engineer or equivalent or Notary Public fulfilling the qualifying criteria.

4.0 SUBMITTAL OF DOCUMENTS

The bidder shall also submit the following documents in sealed envelope in addition to documents required as above.

a) List of works executed during the last 7 years indicating name of the Client, value, date of start and completion.

b) List of works under execution indicating name of the Client, Total Contract Value, Value of balance work in hand, date of start and completion.

c) Details of similar works executed.

d) Audited balance sheets and profit and loss accounts alongwith schedules for
the last 3 years.

e) Copy of latest income-tax returns filed along with PAN.
f) Details of manpower available.
g) Details of equipments, tools and plant available.
h) Credentials and completion certificates issued by client
i) Registration Certificate/Memorandum and Articles of Association/Partnership Deed/Affidavit.
j) Copy of Provident Fund Number allotted by PF authorities.
k) Copy of letters of registration with various authorities like CPWD, State PWD and Public Sector Undertakings etc.
l) Latest Solvency Certificate from Nationalized/Scheduled Bank
m) Latest Sales Tax Registration and Clearance Certificate.
n) Whether the party is registered under MSME Act.
o) Any other documents in connection with above.

5.0 SCOPE OF WORK

5.1 The brief scope of work to be executed for Construction of Multipurpose Cyclone Shelters (MPCS) under the present tender shall generally comprise of (but not limited to) the following at each location.

• Civil work including piling
• Plumbing work
• Electrical work
• Site development work
• Deep Tubewell, Pumps & DG sets etc.
  • Any other work not specified but required to be executed to complete the MPCS

5.2 The contractor shall also provide all assistance to EPI during handing over of MPCS & allied works after their completion to the designated agency nominated
by NDMA/EPI. In case the quality at any point is found not as per specification or deficiencies are found, the contractor will get it rectified at its own cost.

6.0 LOCATION OF SITES

Proposed 05 nos. MPCS are located at the villages/Blocks as detailed herein under. An indicative map of the district showing proposed locations is also appended herewith.

District: Purba Medinipur, West Bengal

<table>
<thead>
<tr>
<th>SI. NO</th>
<th>Block</th>
<th>Gram Panchayat</th>
<th>Village</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Khejury- II</td>
<td>Nijkasba</td>
<td>Owasilchak</td>
</tr>
<tr>
<td>2.</td>
<td>Ramnagar- I</td>
<td>Padima- I</td>
<td>Ratanpur</td>
</tr>
<tr>
<td>3.</td>
<td>Deshopran</td>
<td>Sarda</td>
<td>Mahisamunda</td>
</tr>
<tr>
<td>4.</td>
<td>Deshopran</td>
<td>Basantia</td>
<td>Purbo Mukundapur</td>
</tr>
<tr>
<td>5.</td>
<td>Ramnagar-II</td>
<td>Satilapur</td>
<td>Purba Karanjee</td>
</tr>
</tbody>
</table>

7.0 COMPLETION TIME

7.1 The entire scope of work covered under this contract shall be completed within **04 (four) months** from the date of issue of Letter of Intent (LOI)/Work Order, whichever is earlier. The completion time includes monsoon/rainy season coming during the currency of the contract.

8.0 HANDING OVER OF SITE

8.1 As indicated by District Authority, the user of MPCS, the land of all MPCS is available. Therefore, the site at all locations can be handed over immediately to the contractor. The contractor shall take up the construction activities on all fronts simultaneously.
8.2 The contractor shall make his own arrangement for approach to work site including borrow / disposal area and for movement of men, materials, machineries, other equipment etc. required for carrying out the work under this contract.

8.3 The access roads/ path near to the work site may not be available at all places and at all time. The contractor shall plan his works as per the availability of access roads/ path at site. All drainage of works area and all weather truckable/ haulage roads as required by the contractor shall be constructed and maintained during the construction period by the contractor at his own cost.

9.0 PRIORITY OF WORKS

9.1 If during the course of execution of work, EPI / NDMA fixes priority of execution of work / fixes priority of execution of specific MPCS, the contractor has to deploy resources and plan the work accordingly & nothing extra shall be payable to the contractor on this account.

9.2 In case the work fronts of any MPCS is made available at a later date due to any reason whatsoever, the same shall be released to the contractor accordingly. Nothing extra shall be payable to the contractor on account of carrying out the work in phases & sequences decided by Engineer – in-charge.

10.0 MOBILIZATION OF MEN, MATERIAL & MACHINERY

10.1 Further to Clause No. 11.0 for “Mobilization of Men, Material & Machinery” of General Conditions of Contract, it shall be contractor’s responsibility to arrange, operate & maintain the total station digital survey instrument and its accessories at his own cost to carry out levels (including initial & final levels of earth work), dimensions and alignment of all parts of the works.

10.2 Contractor shall provide Bench Marks and other reference points for the proper execution work and these shall be preserved till the end of work.

11.0 EXECUTION PROGRAMME

11.1 The work shall be performed in time and to achieve the targets, the contractor shall have to plan required mobilization of all resources. Within 7 (Seven) days of date of letter of Intent, the contractor shall submit a Time and Progress Chart (CPM/PERT/Quantified Bar Chart) alongwith a detailed plan and programme of all the input resources commensurating with the various activities to be executed and get it approved by the Engineer-in-charge. The
The chart shall be prepared in direct relation to the time stated in the contract documents for completion of items / scope of the work. It shall clearly stipulate the forecast milestones of the dates of commencement and completion of various items, 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 & at regular intervals (not later than a month) as decided by the Engineer-in-charge. The contractor shall also furnish along with Bar Chart, the methodology of construction,

11.2 Details of all equipment, manpower, machineries etc. required along with the date by which the equipment will be available at the site of work in working condition. All the activities shall be performed and completed strictly in accordance with approved work schedule.

The Engineer-in-charge, shall however, have the right to review the progress and modify the work schedule suiting the site conditions and the contractor shall be required to complete the work in accordance thereof without any extra cost to the NDMA / EPI.

12.0 SITE LABORATORY

12.1 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 every thing 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.

12.0 **TEMPORARY WORKS**

13.1 Further to Clause no. 82.00 for “Approval of temporary / enabling works” of General Condition of contract, as far as possible the labour hutments, bulk storage facilities and vehicle parking shall preferably be located near the proposed MPCS. The area near MPCS locations shall be levelled and developed; supply of water and electricity, construction of approach road to these camps shall be arranged by the contractor at his own cost. In case the land in the vicinity of MPCS is not of Govt., the contractor may have to hire the land from the owner of the land. The rent / lease amount shall be borne by contractor.

13.0 **PLANT & MACHINERY**

14.1 The contractor at his own cost shall arrange all Plant & machinery required for execution of work. However, in addition to Plant & equipment mentioned in the NIT, the contractor has to deploy the following minimum Plant & machinery at site immediately after award of work: -

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Description</th>
<th>Minimum Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Piling Rig &amp; Winch</td>
<td>Six</td>
</tr>
<tr>
<td>2.</td>
<td>Concrete Weigh Batcher</td>
<td>Six</td>
</tr>
<tr>
<td>3.</td>
<td>Concrete mixer</td>
<td>Six</td>
</tr>
<tr>
<td>4.</td>
<td>DG set(63KVA)</td>
<td>Six</td>
</tr>
<tr>
<td>5.</td>
<td>Digital theodolite &amp; auto level / Total Station</td>
<td>Six</td>
</tr>
<tr>
<td>6.</td>
<td>Vibratory Roller</td>
<td>Three</td>
</tr>
<tr>
<td>7.</td>
<td>Tipper/Truck</td>
<td>Six</td>
</tr>
<tr>
<td>8.</td>
<td>Vibrators (Petrol/Diesel)</td>
<td>Fifteen</td>
</tr>
</tbody>
</table>

14.2 Any other equipment for site test as outlined in CPWD/BIS specification and as directed by the Engineer-in-charge, shall also be deployed by the contractor

14.3 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 per contract documents.
14.4 The contractor will not be allowed to take out equipments from the site without the written permission of Engineer-in-charge.

15.0 PAYMENT ON ACCOUNT

Further to Clause No. 37.00 General Conditions of Contract, the payments shall be released, out of the funds received from NDMA on deposit works basis for the project.

16.0 SECURITY & SAFETY

16.1 The site is located near Bay of Bengal wherein the movement of personnel is limited and regulated by Local Authorities. The contractor has to work as per the permission given by these Local Authorities from time to time and contractor must check before quoting for this job, the working hours, restriction in working and safety of their manpower, plant & equipment. The contractor shall mobilize and organize his resources accordingly to complete the work within stipulated time. The contractor shall have no claim on NDMA/EPI or any other agency/department for any loss of man hours/ machinery due to these restrictions/regulations.

16.2 The contractor shall make his own arrangements for Security and safety of his manpower, plant & equipment, materials etc. Nothing extra shall be admissible on account of this and no compensation shall be paid by NDMA/ EPI in case the contractor’s personnel suffer body injury, loss of life or any damages caused to the plant and machinery of the contractor, due to any reason, whatsoever.

17.0 DEFECTS LIABILITY PERIOD:

17.1 Further to clause no. 74.0 of General Conditions of contract, contractor shall be responsible for rectification of defects during defect liability period of 12 (twelve) months after Completion of the project.

In case NDMA appoints an independent and impartial Agency to be called as Third Party Inspection Agency, the contractor shall provide all assistance to the Third Party Inspection Agency to carryout the functions assigned to them & quality at any point is not found as per specification, the contractor will get it rectified at its own cost.

18.0 COMPENSATION FOR DELAY
18.1 The contractor shall ensure adequate progress during the execution of work according to the bar-chart/ work schedule. The contractor shall also maintain monthly progress strictly in accordance with bar chart/ detailed work schedule that will be worked out and mutually agreed upon. If the contractor fails to maintain the above progress or fails 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 EPI on account of such breach, pay compensation at the rate of 2 % (Two percent) of the total contract value of work for each month of delay subject to a maximum of 10% (Ten percent) of the total contract value of the work.

19.0 FINAL BILL

The final bill will be submitted by the contractor within 90 (Ninety) days from the date of acceptance of completion of work accompanied by the following documents:

a. Completion of work 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, if any, engaged by the contractor.

e. 'As built' drawing

f. Measurement books./Sheets

g. Drawings for layout of underground cables and details showing location of sluice valves, electric cable joints etc.

h. All operation and maintenance manuals.

i. All statutory approvals from various State / Central Govt. / Local bodies/ NDMA, 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.

20.0 NO EXTRA OR ADDITIONAL AMOUNT ADMISSIBLE
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.

21.0 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.

No revision in quoted rates shall be allowed on account of variation (plus/minus) in quantity of individual item to any extent, whatsoever. The executed quantity of item shall be payable at quoted rates.

22.0 CONTRACTOR’S ALL RISK CAR) POLICY

Contractor shall submit within 15 days of commencement of work, Contractor’s All Risk (CAR) Policy as per the provisions of clause no. 17.0 of GCC.

23.0 WORKMEN’S COMPENSATION POLICY

Contractor shall submit within 15 days of commencement of work, workmen’s compensation policy as per the provisions of clause no. 18.0 of GCC.

24.0 VARIATION IN QUANTITY
No extra or additional amount over and above the quoted rates shall be payable to the contractor on account of variation in total contract value to any extent, whatsoever.

25.0 ARBITRATION

CLAUSE NO. 76.0 OF GENERAL CONDITIONS OF CONTRACT (GCC) Stands modified as under

25.1 CLAUSE NO. 76.1 OF GCC: DELETED

25.2 CLAUSE NO. 76.2: ARBITRATION BETWEEN CENTRAL PUBLIC SECTOR ENTERPRISES INTERSE / 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-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.

26.0 JURISDICTION

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

27.0 FACILITIES TO BE PROVIDED BY PARTY TO EPI

Immediately on placement of LOI/Work order (whichever is earlier) by EPI on the PARTY, the PARTY at its own cost shall provide furnished office, facilities etc. exclusively for the use of personnel of EPI as per details given below at each of 02 (two) locations as directed by Engineer-in-charge. The PARTY shall make his rates/prices in his offer sufficiently comprehensive to cover the cost of the
facilities as per details shown below and the PARTY shall not be entitled for any extra payment for the same.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY Per Site</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A) OFFICE ACCOMMODATION</strong></td>
<td></td>
</tr>
<tr>
<td>Furnished Office/ Office cum Residential accommodation at one or more locations as per direction of EPI with basic amenities like Toilets, Drinking water arrangement, lights fans etc. for exclusive use of EPI’s Engineers &amp; Staff and maintenance of the same till Defect Liability Period. The Specifications and Design of accommodation shall be as approved by EPI.</td>
<td>1500 Sq. ft.</td>
</tr>
<tr>
<td><strong>B) FURNITURE OF TOTAL VALUE</strong></td>
<td>Rs. 2.0 lacs</td>
</tr>
<tr>
<td><strong>C) OFFICE EQUIPMENT</strong></td>
<td></td>
</tr>
<tr>
<td>i) Fax Machine</td>
<td>1 No.</td>
</tr>
<tr>
<td>ii) Computer (Pentium – IV, Office Edition) with minimum 40 GB HDD along with UPS &amp; Operator (In case Computer Operator is not provided by the PARTY, recovery of Rs. 8000/- per month/per computer shall be made from the PARTY’s bills in this regard) and Latest version of Software like MS Project, Windows, MS Office etc.</td>
<td>1 No.</td>
</tr>
<tr>
<td>iii) Laser or any other Printer of equiv. Amount of A3 size</td>
<td>1 No.</td>
</tr>
<tr>
<td>iv) Internet Facilities (If available in location of site)</td>
<td>1 No.</td>
</tr>
<tr>
<td>v) Refrigerator (165 ltr.) or any other gadget of equivalent cost as decided by EPI</td>
<td>1 No.</td>
</tr>
<tr>
<td>vi) Air Conditioner with cooling &amp; heating (1.5 Ton Capacity)</td>
<td>1 No.</td>
</tr>
<tr>
<td>vii) Aqua Guard (Drinking Water) or any other gadget of equivalent cost as decided by EPI</td>
<td>1 No.</td>
</tr>
<tr>
<td>viii) Photocopy Machine (CANON NP)</td>
<td>1 No.</td>
</tr>
</tbody>
</table>
3050 or equivalent model) or any other gadget of equivalent cost as decided by EPI

| ix) 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. | 1 No. |

**D) CONSUMABLES**

i) All consumables like Stationary, ink etc. shall be provided by PARTY till end of defect liability period.
   (Stationary items are inclusive of visiting cards, rubber-stamps, letter pads, photocopies, photocopy papers & other items of daily office use).
   Amount shall be restricted to:

| ii) Running & maintenance of the equipment mentioned above are to be done by the PARTY at his cost. | As per Actual |

**E) TELEPHONE WITH STD FACILITY AND INSTRUMENT**

i) Office Telephone (Fixed Line):

| ii) Mobile Phone:.
   Monthly operational expenditure on account of all telephones shall be restricted to:
   The cost of each Mobile Phone Instrument shall be restricted to Rs. 6000/ | 2 Nos @ Rs. 4000/ Per Month |

**F) VEHICLE (Brand New)**

Brand New Four wheel drive Scorpio DX vehicle or equivalent with Driver and accessories valuing Rs. 30,000/-each vehicle Monthly running of the vehicle shall be restricted to:

| G) OFFICE BOY CUM COOK on Full time basis for EPI | 1 No. |

The vehicles 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 PARTY at their cost. The vehicles shall be maintained in good
working condition. In case of breakdown, PARTY shall provide replacement of vehicles immediately. The cost of registration, transportation etc. shall be borne by the PARTY. In case a vehicle is not required by EPI, a recovery of Rs. 30,000/ per month per vehicle shall be made from the PARTY for this purpose till the end of defect liability period. In case Driver, POL, maintenance of any vehicle is not required by EPI for any vehicle, a recovery of Rs. 20,000/ per month per vehicle shall be made from the party for this purpose till the end of defect liability period.

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

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

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

28.0 MOBILISATION ADVANCE

Clause 8.4 of ‘General Conditions of Contract’ stands modified as under :

In Case the recovery of mobilisation Advance is delayed, interest shall be charged at a rate given in ‘Memorandum to the ‘Form of Tender’ on delayed recovery due to late submission of bills by the Contractor or due to delayed encashment of Bank Guarantee, as stated above or due to any other reasons whatsoever.