TENDER DOCUMENT
TENDER No.: EPI/WRO/CON/139

FOR

CONSTRUCTION OF CEMENT CONCRETE ROAD IN 7 VILLAGES IN BHANDARA DISTRICTS IN MAHARASHTRA STATE

VOLUME – II
ADDITIONAL CONDITIONS OF CONTRACT

EXECUTING AGENCY
ENGINEERING PROJECTS (INDIA) LIMITED
(A GOVT. OF INDIA ENTERPRISE)
6A, 6th Floor, ‘BAKHTAWAR’
Nariman Point, Mumbai – 400 021
TEL NO: 022- 22028279, FAX NO. 022 - 22882177
ADDENDUM TO “INSTRUCTIONS TO TENDERER”

1.0 MODE OF SUBMISSION

(a) The Envelope-1 shall also contain the documents meeting the eligibility criteria mentioned in “Notice Inviting Tender” Clause No. 1.0 (a) to (g) in addition to Clause No.1.0 (i) to (vi) given in Page No.(1) of “INSTRUCTIONS TO TENDERERS”.

(b) The tenderer who shall download the tender documents directly from EPI’s website they have to submit tender fees of Rs.1,000.00 (Rupees One thousand only) (Non-Refundable) by Crossed Demand Draft favouring “Engineering Projects (India) Ltd.”, payable at Mumbai along with their bid in Envelope-1.

2.0 CLAUSE NO.1.1 OF INSTRUCTIONS TO TENDERERS as given in Page (2) of INSTRUCTIONS TO TENDERERS stands amended as below:

First the Envelope-1 of the tenderer shall be opened. Tenderers who unconditionally accept the tender conditions, deposit the required Earnest Money, who meets the eligibility criteria mentioned in clause no. 1.0 (a) to (g) of NIT, deposit the tender fees as defined above in Clause 1.0(b) and whose Techno-Commercial Bid along with PQ Documents is found suitable shall be considered for the opening of their Price Bid and Envelope-2 of such tenderers shall only be opened. The Tenders not accompanied by requisite Earnest Money and / or not conveying un-conditional acceptance of tender conditions and / or not meeting the eligibility criteria or whose Techno-Commercial Bid and PQ Documents are not found acceptable shall be rejected and such tenderer shall not be allowed to attend Price Bid opening i.e. opening of Envelope-2.

All other provisions of “Instructions to Tenderer” shall remain unchanged.


2.0 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 SCOPE OF WORK INCLUDED IN THE CONTRACT

The brief scope of work included in this tender shall include (but not limited to) Construction of Cement Concrete Road in 7 villages in Bhandara Districts in Maharashtra State.

Apart from above any other services not covered above but required as per direction of EPI are deemed to be included in the scope of work. The work is to be carried out as per Scope of Work and specification as given in ANNEXURE I

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) & 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.

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 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.

5.0 The set of tender documents duly signed and stamped by the tenderer shall form part of agreement.

SignatureofContractor 3EPI
6.0 SPECIFICATIONS

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

6.2 In case of non-availability of any specification in the above paras or any overlapping provisions, non-clarity on 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.

7.0 PAYMENT TERMS:

- Rates quoted shall be inclusive of all taxes, duties, labour cess, service tax etc., as applicable
- Cost of site survey, soil testing charges, labour charges, design mix etc., to be included in the quoted price.
- Bills duly certified by Engineer-in-charge to be submitted on completion of roads village wise.
- Payment shall be released within ten days after receipt of payment from WCL. (WCL is liable to release payment within 30 days after receipt of invoice/bill) However all payment shall be released to Bidder/Contractor upon receipt of corresponding amount from M/s WCL.
- Payment shall be made by transfer of funds through RTGS on mutually agreed terms from time to time.

8.0 COMPLETION TIME:

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.

Contractor shall be fully responsible for observance of all labour related matters.

Contractor shall submit completion report with drawings and maintenance schedules within 60 days of completion of project work.

The defect liability period for this work is 6 months.

9.0 LIQUIDATED DAMAGES

The contractor shall be required to complete the construction of project within the period stipulated in this contract. In case of delay, which may occur due to the reasons beyond the control of contractor including but not limited to any Force Majeure conditions or any delay consequent to failure on part of the Employer to deliver the site free of all the encumbrances and/or charges or failure/delay by the employer in releasing funds or due to any additions and/or
variations, duly approved by the Employer, or failure on part of the Employer to carry out any other responsibilities, the Contractor will notify the Employer in writing with full details for extension of time limit for completion of this work.

In case the completion of the project is delayed due to reasons solely attributable to the contractors engaged for the project by the contractor the contractor shall impose liquidated damages @ 0.5% (zero point five percent) on awarded contract value for each week of delay subject to a maximum of 10% (ten percent) of the awarded contract value. Any other penalties levied by WCL shall be recovered from contractor subject to maximum 2%.

10.0 FORCE MAJEURE

The Contractor shall not be considered in default if any delay, whatsoever, in completion of the work occurs due to causes beyond its control such as acts of God, natural calamities, civil wars, the strike, frost, floods, riots, acts of unsurpassed power and/or due to any orders/directions/notifications, etc. issued by any Governmental/Judicial/Statutory Authority. The Contractor shall notify Employer in writing within ten days from the date of such occurrence. In the event of delay due to such cases, the completion schedule will be extended for a length of time equal to the period of force majeure, any liabilities towards the contractor(s) and/or expenditure of the Contractor shall be payable by the Employer.

The Contractor shall not held responsible any contractor(s) for the delay/stoppage of work due to force majeure conditions like as aforesaid and for losses suffered if any, by the Employer on this account. The Contractor shall also not be liable to any way to such issues and no compensation, of any kind whatsoever, will be payable by the Contractor to the Employer.

12.0 ARBITRATION:

12.1 Clause no. 76.1 alongwith 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:-

12.2 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-I dated 22.01.2004 of Department of Public Enterprises, Ministry of Heavy Industries and Public
13.0 Clause No.76.3, stands modified as under:

JURISDICTION: The courts in Mumbai alone will have jurisdiction to deal with matters arising from the contract, to the exclusion of all other courts.

14.0 MOBILIZATION ADVANCE: Not Applicable

15.0 The Tenderer shall provide ‘Sign Board(s)’ as required as approved by EPI and/or Client.

16. Special Conditions

1. The contractor should ensure that their work should not disturb the people. If any infrastructure facility/property of the people gets damaged during excavation and other works, it will be the responsibility of contractor to repair the same at the earliest and nothing extra shall be payable on this account. If required, during the repairing, alternative arrangement shall be made by contractor without any extra cost.

2. The contractor should ensure that the contractors shall make his own arrangements for obtaining electric connections and water connections.

3. Necessary safety precautions should be adhered to at construction sites by barricading entry and putting up caution boards. Contractor will be solely responsible for security of the site, any injuries and untowards incidents.

4. The contractor will require to ensure the quality of works through regular inspections and testing of the material from standard laboratories and submit the report to EPIL on regular basis.

5. The contractor should adhere to the schedule of works attached with this work order and no payment will be released for any work not mentioned in this schedule. No deviation on quantities, scope of work will be permitted by EPI until a prior written approval is given by EPI.

6. Only those clauses of GCC shall be applicable which are referred in this tender.
**MEMORANDUM**
(ENCLOSURE TO FORM OF TENDER)

**REF:** Tender for  
**NIT No.:**

<table>
<thead>
<tr>
<th>Sl NO.</th>
<th>Description</th>
<th>Cl. No.</th>
<th>Values/Description to be applicable for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Name of work</td>
<td></td>
<td>CEMENT CONCRETE ROAD IN 7 VILLAGES IN BHANDARA DISTRICTS IN MAHARASHTRA STATE</td>
</tr>
<tr>
<td>ii.</td>
<td>Owner/Client</td>
<td></td>
<td>EPIL</td>
</tr>
<tr>
<td>iii.</td>
<td>Type of Tender</td>
<td></td>
<td>% Rate tender Below or at Par as per Price Bid</td>
</tr>
<tr>
<td>iv.</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>Rs. 900000</td>
</tr>
<tr>
<td>v.</td>
<td>Time of completion of work</td>
<td>NIT</td>
<td>4 months</td>
</tr>
<tr>
<td>vi.</td>
<td>Mobilization Advance</td>
<td>8.0</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>vii.</td>
<td>Interest Rate on Mobilization Advance</td>
<td>8.0</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>viii.</td>
<td>Number of installments for recovery of Mobilization</td>
<td>8.0</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>ix.</td>
<td>Schedule of Rates applicable</td>
<td>69.0</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>x.</td>
<td>Validity of Tender</td>
<td>4.0</td>
<td>90 days</td>
</tr>
<tr>
<td>xi.</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>9.0</td>
<td>5% of the Contract value in the form of BG/DD/FDR A/C EPIL</td>
</tr>
<tr>
<td>xii.</td>
<td>Retention Money</td>
<td>10.0</td>
<td>5% of the contract value to be deducted from RA Bills</td>
</tr>
<tr>
<td>xiii.</td>
<td>Time allowed for starting the work</td>
<td>43.0</td>
<td>15 days from the date of LOI</td>
</tr>
<tr>
<td>xiv.</td>
<td>Defect Liability Period</td>
<td>74.0</td>
<td>6 months</td>
</tr>
<tr>
<td>xv.</td>
<td>Arbitration</td>
<td>76.0</td>
<td>Arbitration shall be as per provision of clause no. 76 of GCC.</td>
</tr>
<tr>
<td>xvi.</td>
<td>Jurisdiction</td>
<td>76.3</td>
<td>Courts at Mumbai</td>
</tr>
</tbody>
</table>

**SIGNATURE OF BIDDER**
**NAME (CAPITAL LETTERS) :** ____________________________________

**OCCUPATION __________________________________**

**ADDRESS __________________________________**

**SEAL OF BIDDER**

_Signature of Contractor_  
_7EPIL_