ADDITIONAL CONDITIONS OF CONTRACT (ACC)

1.0 The following Additional Conditions of Contract shall be read in conjunction with General Conditions of Contract of EPI (GCC). If there are any provisions in these Additional Conditions of Contract, which are at variance with the provisions of GCC, the provisions in these Additional Conditions of Contract shall take precedence.

2.0 INTRODUCTION

Tripura University, Suryamaninagar, has decided to install one MRL type passenger Lift for its existing Administrative Building inside its campus at Suryamaninagar, Tripura. Engineering Projects (India) Limited (i.e. EPI) has been assigned the job of PMC agency on behalf of Tripura University for execution of all required works in this respect.

3.0 SCOPE OF WORK INCLUDED IN THE CONTRACT

The brief scope of work under this tender shall include (but not limited to) consist of civil (earthwork in excavation and filling, concreting, reinforcement, centering and shuttering, brick masonry, water proofing, rainwater pipe, drainage, flooring, stainless steel hand railing, structural, demolishing and dismantling existing concrete/brick masonry, internal and external electrical work, firefighting (portable extinguisher) equipment as per terms and conditions, bill of quantities etc. except the work of Design, Manufacture, Inspection, Supply, Erection, Testing and Commissioning of MRL Type Passenger Lift as per the schedule and drawings and handing over to the client, Tripura University. 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 on item rate basis as per bill of quantities and tender conditions.

4.0 The sub-clause no 28.3 of the GCC shall stand modified amended as below:

The contractor at his own cost and within his quoted rates shall provide the stationeries and printing materials like toner, visiting cards, letter heads (of EPI), photocopying paper, rubber seals/stamps and such other items meant for daily office use till the end of the defect liability period provided however that the amount on this account shall be restricted to ` 2500.00 (Rupees Two thousand five hundred only) per month. Should the contractor fail to provide these as and when required by EPI within the aforesaid period EPI shall be at liberty to procure them independently and recover the cost from all the payments due to the contractor.

5.0 SPECIFICATIONS

5.1 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) 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 or in the particular specifications of concerned items of works.

5.2 For items not covered under latest CPWD specification, for (Civil Works) / latest CPWD specification for Electrical 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.
5.3 In case, specification are not covered under sub-clauses 5.1 & 5.2 above the work shall be carried out as per the provisions of relevant technical specification.

5.4 In case of non availability of any specification in the above sub-clauses 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.

6.0 No secured advance shall be paid to the contractor and hence clause no 35.0 including its sub-clauses, if any, shall remain deleted.

6.0 The sub-clause no 45.1 shall stand modified as below:
Portland Puzzolona Cement conforming to IS:1489-1991 can also be used in place of OPC 43 subject to approval of the make by the Engineer-in-Charge of EPI. All other provisions of the sub-clause 45.2 shall remain unchanged.

7.0 The following shall stand added to the sub-clause no 45.2 of GCC
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 IS1786 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 G.C.C. remain unchanged.

8.0 COMPLETION AND TAKING OVER
As soon as the project is finally completed, the Contractor shall inform EPI and EPI shall in turn inform to University of Tripura. Tripura University shall nominate a Board of Officers for checking/verification of completed work as per the scope of work for final taking over the project.

9.0 A final certificate of rectification of all defects pointed out by the handing over taking over board detailed by Tripura University and / or during defect liability period shall be obtained from the nominated officer of the University prior to releasing of the Security deposit by EPI.

10.0 Clause No.69.1 (iv) of GCC stands modified as under:
If the rates for 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 order to carry out the work, 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 10% (Ten percent) to cover the Contractor's 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.
11.0 The clause No.72.1 of GCC shall be replaced as under:
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 as given at S. No. 15.0 of Additional Conditions of Contract (ACC). 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 15.0 of ACC. If the Contractor fails to maintain the above progress or 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 the EPI on account of such breach, pay as agreed compensation and not as penalty at the rate of half percent (1/2%) per every week of delay of the value of the work shown above if there is delay for a particular stage or the entire value of contract if the whole of the work is delayed.

The total amount of compensation payable by the Contractor for delay in stage-wise completion or completion of the whole work shall not exceed 10% of the total contract value as awarded.

12.0 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 (mile stones) 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.

In case entire work is completed within the total time period of completion or extended period of completion allowed, the compensation for delay due to not achieving progress at intermediates stage, if any, shall be refunded without any interest charges.

13.0 Completion Schedule:

<table>
<thead>
<tr>
<th>SL No</th>
<th>Period from the date of start</th>
<th>Cumulative value as a percentage of total value of work to be completed till the end of period specified under column 2</th>
<th>Description of work to be completed during the period specified under column 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2(two) months from the date of start</td>
<td>65 %</td>
<td>Foundation and RCC Structure of the Lift well</td>
</tr>
<tr>
<td>2</td>
<td>From 2(two) months upto 3(three) months from the date of start</td>
<td>100 %</td>
<td>Completion of all works</td>
</tr>
</tbody>
</table>
In case of mismatch in the financial and physical progress as at column 3 & 4 above at any milestone stage, the financial progress shall be considered for levy of compensation for delay. Compensation as indicated in clause 14.0 of ACC may be imposed in internal milestone stages also in case of shortfall in progress. The compensation for shortfall in internal milestones if any is levied shall however be returned to contractor without any interest thereon if the contractor completes the entire work within stipulated completion period or extended period if any is allowed to the contractor on justified grounds for completion of entire work. Decision of Engineer in charge in this respect shall be final and binding on contractor.

14.0 ARBITRATION: The clause no 76 including its sub-clauses of GCC shall stand amended as below:
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:-

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 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 Enterprises, Govt. of India or any modification issued in this regard.

15.0 Clause No.76.3, stands modified as under:

JURISDICTION:
The courts in Guwahati alone will have jurisdiction to deal with matters arising from the contract, to the exclusion of all other courts.
16.0 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 / venders 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 sluice valves, 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) Manufacturer’s guarantee of various machines / equipments installed as part of works.

17.0 CONCRETING

17.1 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 written approval from the Engineer-in-Charge.

17.2 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.

17.3 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.

17.4 Plasticizers of the required specification and make shall only be permitted as per approved mix design.

17.5 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.

17.6 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.

18.0 BRICK WORK

18.1 The bricks should be minimum class designation 100 conforming to IS 1077: 1992.

18.2 The brick work for all external walls should be done from outside. The rigid scaffolding of MS pipe and the supports shall be sound and strong, with horizontal MS pipes. 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 of brick masonry walls in plumbs from outside. The Contractor shall arrange sufficient quantity of scaffolding for this purpose so as to complete the project within stipulated time.
18.3 All brick works shall be with the bricks of specified grade & source as approved by Engineer-in-Charge and no efflorescence due 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.

19.0 CENTERING & SHUTTERING

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

19.2 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.

19.3 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.

19.4 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.

19.5 All shuttering joints in the slab, beams and lintels etc. shall be treated with tape of 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.

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

20.0 GENERAL

20.1 Flooring works shall be executed as per the approved drawings / design & specifications. The pattern shown in the tender drawings, if any, can 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.

20.2 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.

20.3 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.

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

20.5 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.

20.6 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 property to get an even surface/
SFRC covers for manholes etc, if provided, shall have year of manufacturer as engraved.

20.7 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.

20.8 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 on EPI with the local bodies will also have to be done by the contractor. Nothing extra shall be payable to contractor on this account.

20.9 The tenderers shall make necessary safety arrangement at site including as mentioned in GCC and indemnify EPI against any consequence of accident at site.

20.10 EPI is awarding this Contract on behalf of Tripura University. In case M/s. EPI ceases to be as executing Agency of Tripura University, the right and responsibility etc. of EPI in the Contract shall get transferred to Tripura University or their nominated agency shall operate this Contract.