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 provision in these Additional Conditions of contract, the provision 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 University Engineering Project Limited (i.e. EPI) has been assigned the job of PMC agency on behalf of Tripura University execution of all works in this respect.

3.0 SCOPE OF WORK INCLUDED IN THE CONTRACT
The brief scope of work in this tender shall include but not limited to design, manufacture, inspection prior to dispatch, supply, delivery at site, installation, testing, commissioning and handing over of one no electric traction machine room less (MRL) type passenger lift 6 persons/408 kg capacity to Tripura University for Administrative Building in line with scope of work, technical specifications and terms and conditions following part of this tender.

4.0 No mobilization advance shall be paid to the contractor. Hence clause no. 8 of GCC stands deleted.

5.0 The clause No. 10.0 stands amended as below:
Retention money shall be deducted from each running bill of the contractor as per clause no. 10.0 of GCC. Alternatively, within 10 (ten) days of the date of issue of letter of intent (LOI) or written such extended date as approved by EPI, the contractor shall submit to EPI an additional Bank Guarantee equivalent to 5% of the contract value valid upto installation and commissioning of the lift and in that case no retention money shall be deducted from the running bills.

6.0 The clause no. 13.0 & 14.0 of GCC stands amended as below:

VARIATION IN TAXES, DUTIES, LEVIES AND IMPOSITION OF NEW TAXES ETC.

i) The bid price shall be inclusive of work contract tax/vat or any other tax levied on the transfer of property and goods involved in the “works Contract” in accordance with the relevant Act in the State Act and rules made there under including amendments, if any. The liability on account of such tax as per the rates of tax prevailing as on seven days prior to last date of bid submission shall be included in the price bi. In case at any variation in the rates of tax after this date same shall be paid/ recovered from the contractor subject to the submission of documentary evidence and proof of having made the payment at the revised rate.

ii) The Bid price shall also be inclusive of service Tax applicable on Construction Services as per the rates prevailing the due date of submission of tenders (including abatement as applicable). In case of any variation in the rate of Service Tax, after this date, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition/deduction to the Contract Price.
iii) If a new tax duty or levy is imposed under statute or law in India after the due date of submission of tender (including abatement as applicable). In case if any variation in the rate of Service Tax, after this date, an equitable adjustment of the contract Price shall be made to fully take into account any such changes by addition to the Contract Price.

iv) The payment/reimbursement of statutory variation in the rates of tax and/or of new tax, duty or levy imposed under statute or law in India as per para (i), (ii) & (iii) above, would be restricted only to the direct transaction between the EPI and the Contractor.

v) Road permit for transportation of goods across state border shall not be issued by Tripura University/EPI and will have to be arranged by contractor on his own. Transit insurance of the equipment shall be arranged by the contractor. Nothing extra shall be paid on this account.

vi) Invoice should be raised by contractor in the name of EPI, Agartala, Tripura with copy to EPI, Guwahati.

vii) The contractor shall mention consignee as “Self” for consignments to be delivered at the site.

7.0 The sub-clause no. 15.1 and clause no. 16 of GCC shall stand amended as below.
In the event of delay in completion of installation and commission for reasons not attributable to the contractor, the price variation as per IEEMA price variation clause shall be applicable for the incomplete portion of works for the delayed period.

8.0 The following shall stand added to clause no. 27 of GCC:
   a) The contractor at his cost and within his quoted rates shall provide the following minimum technical staff in addition to supervisors and the labour.

<table>
<thead>
<tr>
<th>Qualification</th>
<th>Minimum Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Graduate Mechanical/Electrical Engineer-</td>
<td>At least 10 year experience in Installation,</td>
</tr>
<tr>
<td>Principal Technical Representative</td>
<td>Testing and commissioning of Lifts.</td>
</tr>
<tr>
<td>1 (One) No. Diploma holder in Mechanical/Electrical Engineering</td>
<td>Minimum 3 years Experience in Installation Testing and commissioning of Lift.</td>
</tr>
</tbody>
</table>

9.0 The clause no. 28.3 of GCC stand deleted.

10.0 No secured advance shall be paid to the contractor. Hence clause no. 35.0 of GCC stand deleted.

11.0 The clause no. 37.0 of GCC shall stand amended as below:
Subject to deduction which EPI might be entitled to make under the contract the contractor shall receive payment of contract value as follows:

Stage-1
10% of the contract value shall be paid, against submission of non-revocable and unconditional Bank Guarantee of an equivalent amount from Nationalized Bank/Scheduled Bank in the prescribed format of EPI which shall be released after completion of successful installation & commission of Lifts i.e. Stage –III of payment terms; and on fulfillment of the following conditions:
(a) Signing of agreement  
(b) Submission of Security Deposit cum performance Guarantee as per Clause No.9 of GCC.  
(c) Submission of basic Drawings.  

Stage- II  
80% of the Contract value prorate shall be paid on initial inspection of complete material and equipment by EPI and after receipt of material at site.  

Stage-III  
10% of contract value prorate shall be paid on complete of successful installation, trail run and commissioning of the Lifts.  

12.0 The steel used on the works shall be by prime manufacturer i.e. SAIL, TISCO, RINL. The other provisions of Clause 45.2 of GCC remains unchanged.  

13.0 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 of Contracts (ACC).  

However, the contractor shall also maintain monthly progress strictly in accordance with bar chart and / or detailed time schedule for various stages mentioned at clause no. 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%) of incomplete portion of the Contract value per elevator.  

14. 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 arrangement between the Engineer-in-charge and the Contractor within the limitation of time imposed in the contract documents, to ensure good progress during the execution of the work. The approval by the Engineer-in-charge of such programme including modifications made by the Engineer-in-charge in the said programme shall not relieve the contractor of any of his duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-charge to take action against the contractor as per terms and conditions of the agreement. The physical report including photographs shall be submitted by the Engineer-in-charge. The compensation for delay as per Clauses 72.1 (revised as per ACC) shall be leviable in case the required progress is not achieved to meet the time deadlines of the completion period for supply and installation of 2 nos. Passenger Lifts and 1no. Goods Lift as per the scope of work.
15.0 COMPLETION SCHEDULE

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Period from date of start</th>
<th>Description of works to be completed during the period specified under column no.2 (Milestone)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>From the date of start up to the end of 1st week</td>
<td>Submission of Design &amp; Detailed / shop drawings and approval by EPI.</td>
</tr>
<tr>
<td>2.</td>
<td>From the date of start of 3rd week up to the end of 10th week</td>
<td>Inspection of complete material &amp; equipment by EPI &amp; delivery at site</td>
</tr>
<tr>
<td>3.</td>
<td>From the date of start of 11th week up to the end of 12th week</td>
<td>Installation testing &amp; commissioning of Lifts.</td>
</tr>
</tbody>
</table>

16.0 The contractor shall comply with legal orders & directions and by laws of required statutory local bodies. The contractor shall give to the Municipality, Police, Local Bodies and Concerned Governmental authorities all necessary notice relating to works that may be required under the law and obtain all requisite licenses, permissions for temporary obstructions, enclosures, collection and stacking of materials, etc. The contractor shall pay at his own costs all fees, taxes and charges that may be leviable on account of these operations in executing the contract. Nothing extra shall be paid by EPI on this account.

17.0 GUARANTEE

The contractor shall guarantee that the materials and workmanship of the apparatus installed by him, under these specification shall be new and first class in every respect. He will make good any defect within 24 hours, which may develop within 12 months from the date of handing over of the installation after testing, commissioning & successful completion of running in period, without any extra cost to EPI/ Tripura University, Agartala, Tripura.

18.0 PERMITS AND INSPECTIONS

The contractor shall obtain all necessary permits from local bodies, provincial or central authorities and shall make arrangement for inspection and tests etc. as required at his own cost.

19.0 LICENCES

The contractor shall arrange for obtaining the license for the operation and approval of drawings for Lift and Plants etc. as required from the local authorities at his own cost & nothing extra shall be payable. Necessary fees in connection with the approval of installation of Lifts shall paid by Client.

20.0 The construction of proposed building being in Urban Area, the contractor shall have to make his own arrangement for getting the permission for plying truck or any Plant & equipment for execution of works from the Police Department at his own cost. No excuse as to delay in works due to non-availability of permission shall be entertained.

21.0 The work shall be carried out in accordance with the drawings approved by the EPI/ Tripura University, Agartala, Tripura. Before the commencement of any item of work, the contractor shall correlate all the relevant architectural and structural drawings issued for the work and satisfy himself that the information available there from is
complete and unambiguous. The discrepancy, if any, shall be brought to the notice of Engineer-in-charge before the execution of work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and/or incomplete information. Nothing extra shall be paid on this account.

22.0 The contractor shall give performance tests of the entire installation(s) as per specifications and drawings before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for these performance tests.

23.0 The contractor shall be bound to sign the site order book as and when required by Engineer-in-charge at site and carry out compliance of instruction promptly to the satisfaction of Engineer-in-charge.

24.0 Bill of Quantities shall be read in conjunction with NIT, Instruction to Tenderers, General conditions of contract, Additional conditions of contract, technical specification, Drawing. Schedules, and Annexure & Addendum etc. to tender Document.

General directions and description of work and material are not necessarily repeated or summarized in the bill of Quantities. Reference to the relevant sections of the contract documents shall be made by the contractor before entering rates or prices against each item in the Bill of Quantities.

25.0 If the Headquarters of successful Contractor are else where other than in Tripura, he shall have a duly Authorized Agent in Tripura from the commencement of the work until the works are taken over by Tripura University. Such agent shall be authorized to act on behalf of the successful Contractor to accept service of notice of contract and to agree to extra, omission and varied item of works and rates for the same. Such Agent shall maintain on his staff a qualified Engineer approved by the engineer-in-charge and such office personnel as may be required for the efficient execution of works. Any notice under the contract shall be deemed to have been served on the successful Contractor if served upon such agent or sent by registered letter to his address. Such agent shall not be changed and shall not leave during the duration of the contract, unless the consent of the Engineer-in-charge shall have been previously obtained. If the Engineer-in-charge orders to successful contractor to carry out any rectification under the terms of the contract after the building is completed, the successful contractor shall carry out the same without any extra costs.

26.0 After completion of installation, testing and commissioning of all the lifts as per tender specifications the Contractor shall, however, provide proper training to the Tripura University, Agartala, Tripura employees/ representatives for maintenance and operation of lifts free of costs. The contractor shall issue a certificate that the lift operator’s performance, at his own cost & nothing extra shall be paid.

27.0 The contractor has to arrange for inspection of lifts and shall obtain completion certificate from the local bodies at his own cost & nothing extra shall be paid.

28.0 CARE OF BUILDING:
Care shall be taken in handling/ stoking of material to avoid damage to the building. Any damages made to buildings during installation of Lifts shall be made good by the contractor on completion of the installation contractor shall remove all debris and leave the machine room and other areas used by him in a clean state.
29.0 TEST CERTIFICATE
All manufacturer's certificates of test showing that the materials have been tested in accordance with the requirements of the relevant standard specification and the copy of the test certificate as well as standard shall be supplied free of cost to Tripura University, Agartala, Tripura/ EPI

INSPECTION, TESTING AND ACCEPTENCE:

30.0 INITIAL INSPECTION AT MANUFACTURER’S WORK:
The contractor shall furnish such facilities as will be necessary for inspection of the material before dispatched at his or his associate’s work and also for witnessing such tests as per CPWD general specifications of electrical works (Part–III, Lifts & Escalators) 2003, relevant BIS and technical specification, as are done at the works if so required by Tripura University, Agartala, Tripura/EPI. The contractor shall give minimum two weeks notice on components of lifts, which shall be carried out at manufacturer’s premises.

31.0 INSPECTION DURING INSTALLATION AND FINAL INSPECTION:
The contractor shall arrange for checking and testing the installation as per CPWD general specifications of electrical works (Part–III, Lifts & Escalators) 2003, relevant BIS and technical specification. Installation shall not be accepted until Tripura University, Agartala, Tripura/EPI is satisfied about its compliance with requirement of the specification in all respects. All instruments and materials required for testing shall be the responsibility of the contractor. The final inspection of the installation and testing of Lifts may be carried out by the statutory authority. Necessary fee if any for inspection shall be borne by the contractor. The taking over of lifts after trial run shall be subject to removal of defects, if any, pointed out during the inspection.

32.0 RUNNING-IN-PERIOD:
After satisfactory final inspection as stated the contractor shall demonstrate the trouble free running of the installation for a period of not less than 30 days before Tripura University takes over. During this period the Lift shall be kept either automatic or manual mode by School of Physical Science. After the installation has operated without any major break-down for 30 days period, the lift shall be deemed to have run trouble-free, if the number of break downs during this period are not more than four calls excluding false calls and leaving defects. The contractor should include one year of free running maintenance after completion of 30 days of trouble free running including replacement of defective parts etc. at his own cost.

33.0 AFTER SALES SERVICES:
Contractor shall ensure adequate and prompt after sales services in the form of maintenance personal and spares as and when required. Particular attention shall be taken to ensure that spares are easily available during the normal course of life after installation.

The contractor shall have arrangement to provide onsite service at Aizwal, Mizoram.

34.0 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 properly to get an even surface/SFRC covers for manholes etc, if provided, shall have Tripura University, Agartala, Tripura and year of manufacturer as engraved.
35.0 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.

36.0 It will be the sole responsibility of contractor to obtain all statutory approval and completion clearance from the all relevant statutory bodies electrical works 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 of EPI with the local bodies will also have to be done by the contractor. Nothing extra shall be payable to contractor on this account. No claim whatsoever in this regard shall be entertained.

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

38.0 Deduction (non-refundable) at the rate of 1% or at the rates as applicable from time to time in New Delhi from gross amount of each Running Bill and from final dues of contractor shall be made towards provision for workers “Labour Welfare Cess Act. 1996”

39.0 EPI is awarding this Contract on behalf of Tripura University. In case EPI ceases to be PMC, the right and responsibility etc. of EPI in the Contract shall get transferred to Tripura University or their nominated agency shall operate this Contract.

40.0 ARBITRATION
Clause No. 76.1 of along with note-
Deleted – There shall be no Arbitration Clause for this Contract except between Central Public Sector Undertaking 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 if any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute of 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 other 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 on the arbitration shall be as in contained in D.O. No. DEP/4 (10)/2001 – PMA- GL-1 dated 22.01.2004 of department of public Enterprises. Ministry of Heavy Industries and Public Enterprise, Govt. Of India or any modification issued in this regard.

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 Courts.