ADDITIONAL CONDITIONS OF CONTRACT

1.0 Those additional conditions of contract (ACC) shall be read in conjunction with General conditions of contract (GCC). The provisions of those additional conditions of contract supersede the provision of general condition of contract whenever they are at conflict.

2.0 INTRODUCTION

INDO TIBETIAN BORDER POLICE (ITBP) Katihar, Bihar has decided to construct boundary wall, security gate, sentry post, reception, guard room and road in the 28th battalion ITBP at katihar, Bihar.

3.0 SCOPE OF WORK

The brief particulars of scope of work in the tender shall include (but not limited to) construction of Boundary wall, Security Gate, Sentry post, Reception, Guard room and road etc at Indo- Tibetan Border Police (ITBP), katihar, Bihar.

Any other works not included above but need to execute as directed by ITBP/ EPI to be included in the scope of work.

The work to be carried out on item rate basis as per bill of quantities and tender conditions.

4.0 QUALIFICATION OF TENDERERS

To be eligible for this tender the bidder should fulfill the requirement for eligibility as mentioned in the NIT and should submit their details data and credential set out in clause of NIT (Vol-I) of the tender. The tenderers are require to fulfill all the eligibility criteria as stipulated in NIT and else were in the tender document. The price bid of tenderers who fulfill the eligibility criteria as per evolution of EPI shall only be opened. The decision of EPI in this regard shall be final and bindings on the tenderers.

5.0 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 ten years such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the contractor, in-ordinate delay in completion, consistent history of litigation / arbitration awarded against the contractor or any of its constituents or financial failure due to bankruptcy etc. in their ongoing / past projects.

c. They have submitted in completely 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.

6.0 Prior approval shall be obtained from the ENGINEER-IN-CHARGE for all drawings & designs, specifications, finishes and all materials to be used for the works. All materials to be used for this work shall conform to relevant IS code or CPWD Specifications applicable in the contract. All brought out material shall be of BIS approved manufacturer. ENGINEER-IN-CHARGE shall be entitled to get any material, procured for the works, tested in any laboratory other than site testing laboratory and the cost for such testing including the cost of delivery of the material to the laboratory are to be borne by the Tenderer.

7.0 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 number required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Digital theodolite &amp; auto level</td>
<td>One</td>
</tr>
<tr>
<td>2</td>
<td>Leveling instrument</td>
<td>One</td>
</tr>
<tr>
<td>3</td>
<td>Vibrator (Petrol/Electrical)</td>
<td>Three</td>
</tr>
<tr>
<td>4</td>
<td>Needles of Vibrator</td>
<td>Six</td>
</tr>
<tr>
<td>5</td>
<td>Weigh batch concrete mixer</td>
<td>One</td>
</tr>
<tr>
<td>6</td>
<td>Concrete mixers with hoppers</td>
<td>Three</td>
</tr>
<tr>
<td>7</td>
<td>Welding machine with cables</td>
<td>One</td>
</tr>
<tr>
<td>8</td>
<td>Gas cutting set</td>
<td>Two</td>
</tr>
<tr>
<td>9</td>
<td>Mini Hot Mix Plant</td>
<td>one</td>
</tr>
</tbody>
</table>
Note:

a. Any other equipment for site test as outlined in CPWD/BIS specification and directed by the Engineer-in-Charge.

b. 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 required equipment to complete all the works within stipulated specifications & time period as per contract documents.

c. The contractor will not be allowed to take out equipment from the site without the written permission of Engineer-in-charge.

The other provisions of clause 11.8 of GCC shall remain unaltered.

8. FACILITIES

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.

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. OFFICE WITH FACILITIES – The contractor is to provide office with following facilities till defect liability period.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A) OFFICE ACCOMMODATION</td>
<td>Sq. ft.</td>
<td>700</td>
</tr>
<tr>
<td>Furnished Office/ PortaCabin with furniture 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. Maintenance of the same till Defect Liability Period shall be borne by the contractor. The Specifications and Design of accommodation shall be as approved by EPI.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B) OFFICE EQUIPMENT</td>
<td>Nos.</td>
<td>1</td>
</tr>
<tr>
<td>a) Computer (Pentium-IV, i7, i5 Core2 Duo) with minimum 250GB HDD along with UPS &amp; Operator (In case computer operator is not</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
provided by the contractor, recovery of Rs. 8000/- per month shall be made from the Contractor’s bill in this regard) and latest Version of Software’s like MS Project, Windows, MS Office, AutoCAD etc.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>b) Laser Printer or any other Printer of equivalent amount. All-in-one printer (Fax, Print, Scan, Copy)</td>
<td>Nos. 1</td>
</tr>
<tr>
<td>d) Aqua Guard (Drinking water) or any other gadget of equivalent cost as decided by EPI</td>
<td>Nos. 1</td>
</tr>
<tr>
<td>e) Air Conditioner with Cooling &amp; Heating (1.5 Ton Capacity)</td>
<td>No. 1</td>
</tr>
<tr>
<td>f) Digital Camera</td>
<td>No. 1</td>
</tr>
</tbody>
</table>

Running & maintenance of the equipments mentioned above are to be done by the contractor at his own cost.

### C) CONSUMABLES

All consumables like Stationary, Toner / ink etc. shall be provided by Tenderer till end of defect liability period. (Stationary items are inclusive of visiting cards, rubber stamps, letter pads, photocopies papers & other items of daily office use). Amount shall be restricted to Rs. 5000/- per month.

### D) CONVEYANCE AND OTHER FACILITIES

Vehicle (Brand New) Four wheel drive Scorpio DX vehicle or equivalent with Driver and accessories valuing Rs. 50,000/- each vehicle. Monthly running shall be restricted to 3000 Kms each.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Boy Cum-Cook on full time basis for EPI</td>
<td>Nos. 1</td>
</tr>
</tbody>
</table>

The vehicle 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 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. Registration, transportation etc. shall be borne by the Tenderer. In case a vehicle is not required by EPI, a recovery of Rs. 50,000/- (Rupees Fifty Thousand Only) per month per vehicle shall be made from the Tenderer for this purpose till the end of defect liability period.

In case Driver, POL, maintenance of any vehicle is not required by EPI, a recovery of Rs. 25,000.00 per month per vehicle shall be made from the Tenderer for this purpose till the end of defect liability period.

The above gadgets 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. for office accommodation only) by
the Tenderer at Project site or at any other office related with execution of this project till completion of work in all respect at his own cost. The Tenderer shall also make stand-by arrangement for water & electricity to ensure uninterrupted supply.

The equipment/items shall be the property of Tenderer at the end of contract. The Tenderer shall be responsible for watch and ward of site office and other facilities etc. In case of theft/damage of any equipment/items, the Tenderer shall immediately replace the same within a maximum period of two days.

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

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

9.0 SITE LABORATORY

A field Laboratory will be established in a room of suitable size equipped with the following, with adequate labour and materials required for carrying out tests therein:

(i) Set of standard sieves for testing grading of sand and a 75 micron sieve for testing silt content.
(ii) Sieves with openings respectively of 5mm, 10mm, and 20mm for testing grading of aggregates.
(iii) Balance of capacity 10 Kg reading to 5 gm, with weights.
(iv) Primus stove and pans for drying of sand and aggregates.
(v) Glass measuring flasks of 1/2 and 1 litre capacity
(vi) Flask for determining moisture content of sand.
(vii) Slump cone for slump test.
(viii) Minimum 24 steel moulds for 150 x 150 mm test cubes. It may be necessary to provide more steel cube moulds depending upon concreting programmed.
(ix) Work benches, shelves, desks, sinks and any other furniture and lighting as required by the ENGINEER-IN-CHARGE.
(x) Cube testing machine.
(xi) Any other equipment not specifically mentioned above which can reasonably be held necessary for the completion of the contract works to the satisfaction of the ENGINEER-IN-CHARGE. NOTE: The requisite tests shall be conducted in field Laboratory as per P.W.D. Specifications and
other related I.S. Codes. All such tests shall be conducted in presence of the ENGINEER-IN-CHARGE and the proper Test Records shall be maintained by CONTRACTOR with the attestations by the ENGINEER-IN-CHARGE. The CONTRACTOR shall bear all expenses for installing, running and maintenance of this Field Laboratory.

10.0 The Tenderers must understand that the items marked in schedule of work are actual items to be executed. Alteration, omission, deduction or addition from / to these items is at the discretion of the employer without effecting the terms of the contract.

11.0 The final bill will 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 the work including list of inventories (fittings and 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. 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 approval from various states /Central Govt local bodies, if required for completion and handing over of the work as included in scope of contractor.

j. Manufacturer guarantee of various machine/equipments installed as part of works.
12.0 No secured advance shall be paid to the contractor for the materials / articles brought by him for incorporation in the works. The clause no 35.0 of the GCC shall accordingly stand deleted.

13.0 It will be the sole responsibility of the contractor to obtain all statutory approvals / complaints repair for construction / implementation of the project including right of wet forest clearance and completion clearance from all the relevant statutory bodies for plumbing, sewerage, sanitary, PHE works, electrical works etc. and for all other services as included in the scope of contractor from the concern dept. 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 this account.

14.0 The contractor shall be responsible for all protection of sanitary, water supply, electrical fittings and fixtures against pilferage, breakage, during period of installation until the completion and handing over to EPI.

15.0 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.

16.0 The quantities mentioned in the Bill of quantities (Annexure-VI) 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.

17.0 The work of water proofing wherever shown in the construction drawings or asked by EIC shall be got executed only through the authorized application of the manufacturers and the guarantee for the same shall be furnished in the name of EPI/Owner for a period of ten years after the expiry of defect liability period as per the prescribed format given in GCC.

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

19.0 ARBITRATION :

19.1 Clause no. 76.1 alongwith note of GCC

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:

19.2 Clause no.76.2 of GCC - 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 contracts, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may take a further reference for setting aside of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

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 O.M. No. 4(1)/2011-DPE(PMA)GL dated 12.06.2013. of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Govt. of India or any modification issued in this regard.

19.3 Clause No.76.3 of GCC, stands modified as under:

JURISDICTION:

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

20.0 Clause No. 8.0 entitled “Mobilization Advance” stated in the General Conditions of Contract stands deleted.

21.0 EPI is awarding this contract on behalf of INDO TEBITIAN BORDER POLICE (ITBP), the owner. In case M/s EPI ceases to be exits from the project, the right and responsibility etc of EPI in the contract shall get transferred to ITBP or their nominated agency(ies).