**ADDITIONAL CONDITIONS OF CONTRACT**

These conditions are to be read along with GCC of EPI and wherever at variance, the provisions of these ‘ADDITIONAL CONDITIONS OF CONTRACT OF EPI’ shall take Precedence

1.0 INTRODUCTION

Centre for Development of Advanced Computing (C-DAC) is a Scientific Society of The Department of Electronics and Information Technology, Ministry of Communication & Information Technology Govt. of India.

C-DAC had initiated the construction work on a land of approximately 60000 sq. ft. to construct its R&D laboratory and office premises namely “C-DAC Innovation Park” situated at Survey No. 34, Panchavati, Off Pashan Road, Pune 411008 in a Multi Storied Building at Pashan, Pune of about 240000 sq. ft.

2.0 SCOPE OF WORK INCLUDED IN THE CONTRACT

The brief scope of work included in this tender shall include (but not limited to) preparation Detail design inputs, drawings, execution of Fire Protection works and services Providing design inputs, detail drawings of all the items in scope as per BOQ, Taking approvals of Design and drawings from client (CDAC), all the items mentioned in the BOQ shall be in the scope work for Fire protection works, Testing, commissioning of already executed and to be execute for entire internal, external Fire Protection works. Taking necessary approvals, NOCs, certificates will be in contractor scope. Preparation of shop drawings etc.. Providing inputs for preparation of coordinated layout and drawings by Architectural consultant. to be carried out as per bill of Quantities, technical specifications and other conditions of contract.

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 & NIT 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 CONTRACTOR confirms that they have read and understood and have copies of the 'Tender Documents' and have visited the site and their offer is based on the 'tender Documents' and caters to all the works, requirements, etc. thereof.

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 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 nonperformance 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.

6.0 DELETED.

7.0 SPECIFICATIONS
7.1 The works detail specifications are attached in tender documents.

8.0 Taxes and Duties:
All Taxes, Duties Statutory levies such as LBT, VAT, Cess, Octroi, Entry Tax, Royalties, Turn over Tax, Service Tax, and other expenses etc are to be included in the contractor price. TDS shall be deducted as per statutory rates as applicable. Income Tax will also be deducted from bills as per rule.

9.0 All men, materials, machinery, tools and plants, infrastructure etc. as required for execution of “Works” shall be provided and arranged by CONTRACTOR for their
portion of work. All transportation charges including for cartage of issue material, electricity and water charges and for all expenses such as site offices expenses, labour camp, bank guarantee charges, EPF/CPF/Statutory contributions preparation of all required design & detailed engineering and all required drawings etc., facilities and other expenses whatsoever, incurred on execution, completion and maintenance of the “Works” as per ‘Tender Documents’, and their own overheads and profit etc. shall unconditionally abide by its by its by its by its by its by its for execution of “Works” as per terms, conditions specifications, drawings, documents etc. given in the ‘Tender Documents’ for the completion, handing over, maintenance period, completion of, handing over, maintenance period, etc. for the project.

10.0 Insurance charges for insurance to be taken by for the project as per contract with Client shall be taken by EPI (CAR Policy). The CONTRACTOR shall take insurance cover at its own cost towards Workman Compensation Act for its own workers, employees and for the plant & Equipment deployed by the CONTRACTOR at the project site and shall furnish documentary proof of the same to failing which no payments shall be released to the CONTRACTOR against work done. THE CONTRACTOR shall assist EPI in follow up with insurance company in case of any claim related to CONTRACTOR’s scope of work. EPI is not liable to pay any claim of the CONTRACTOR of it is not paid by insurance company due to any reasons whatsoever.

11.0 Deleted.

12.0 In the event of award of “works”, CONTRACTOR shall submit to EPI Bank Guarantees from a Scheduled Bank towards mobilization advance (if applicable) performance, retention money, security deposit etc. as required by EPI/Client/local authorities as per conditions of the ‘Tender Documents’ (in the prescribed proforma of EPI) for CONTRACTOR’s portion of work.

13.0 Escalation, will not be considered in this work. The rates quoted/finalized shall remain firm throughout till completion of works.

14.0 The CONTRACTOR shall be fully responsible to complete the “Works” in workmen like manner to the satisfaction of the Client and EPI by maintaining high standard of quality and precision as per ‘Tender Documents,’ Agreements, Terms & Conditions,
Specifications, Drawings etc. within contractual completion period and within their quoted rates/ amount.

15.0 In case CONTRACTOR is awarded the “Works” and fails to execute the same as per agreed schedule of progress of work and as per specified quality and/or lags behind in activities required for timely completion of “works”, as determined by EPI/Client, then EPI shall give 15 days written notice to CONTRACTOR to achieve the specified quality and/or to deploy adequate to the satisfaction of EPI for timely completion of “Works”, then EPI shall have option to withdraw the remaining work partly or in full from CONTRACTOR and get the same executed at the risk and cost of the CONTRACTOR from alternative agency/agencies besides encashment of the guarantees submitted by the CONTRACTOR to EPI. The decision of EPI in this regard shall be final and binding on the CONTRACTOR.

16.0 The CONTRACTOR shall post adequate competent engineers and supervisory staff at site for day-to-day execution and supervision of its works, etc. during the entire duration of the contract including maintenance/defect liability period. The minimum number and level of engineers, supervisors and other personnel at to be deployed by the CONTRACTOR should be as directed by EPI. In case the CONTRACTOR fails to deploy adequate number of personnel at site/office, EPI after giving seven days notice shall engage the required personnel solely at the risk and cost of the PARTY and debit the cost of the same to the account of CONTRACTOR. EPI shall exercise overall management, monitoring and coordination of project. EPI shall not post any staff during maintenance/effect liability period for which the CONTRACTOR shall make suitable arrangement to the satisfaction of EPI/client.

i) Project Manager with degree in corresponding discipline of engineering with 10 years experience – One No.

ii) Diploma Engineer with 5 years experience – 2 nos. Incase of default, contractor shall be liable to pay following sum for each month or default in the case of each person.

i) Project Manager with degree in corresponding discipline of engineering with 10 years experience – Rs. 40,000/- p.m.

ii) Diploma Engineer with 5 years experience – Rs. 20,000/- pm.

17.0 In case the project execution is delayed beyond the contractual scheduled completion period due to any reason attributable to the Contractor, the staff and site office expenses of EPI for extended period shall be paid by the CONTRACTOR to
EPI at the rate of Rs.50,000/- per month. This shall be in addition to the facilities provided by the CONTRACTOR to EPI and the Liquidated Damages/Compensation for delay/Penalties etc. if any, levied by Client.

18.0 The CONTRACTOR shall be responsible for timely completion of the “Works” within the contractual completion period. Total Liquidated Damages/Compensation for delay, as per relevant clause, shall be recovered from CONTRACTOR’s bills or other dues.

19.0 The CONTRACTOR confirms that it holds EPF Code number, CST-TIN, Service Tax, VAT –TIN/ Sales tax on Works contract number, Service tax registration number, PAN (Permanent Account Number of Income Tax) etc. and shall be responsible for depositing EPF subscription and contribution for labour and staff employed by it on the “Works” and Service tax, other taxes, duties and dues etc. as per statutory requirements and documentary evidence of same shall be provided to EPI. The CONTRACTOR shall also be responsible for labour welfare and for arranging labour and other licenses/permits/clearance etc. for the project at their own. In case EPI has to take labour license or and other licenses, all expenditure towards the same shall also be borne by the CONTRACTOR. The CONTRACTOR shall comply with all the requirements as per labour laws/acts. All the records in this regard shall be maintained by CONTRACTOR as per statutory requirements and rules and shall be produced by the CONTRACTOR on demand if required.

20.0 The CONTRACTOR shall be responsible for obtaining all approvals from Client with regard to quality of materials & workmanship and measurements etc. for their portion of work. All such approvals shall be in the name and title of EPI. The CONTRACTOR shall be responsible for reconciliation of issued material, if any. Any shortfall in issue materials shall be made good/recovered from CONTRACTOR at actual expenditure plus financing and handling charges @ 10%

21.0 The CONTRACTOR will not deal directly with Client and all the correspondence in matters regarding bills, claims, interpretation of the specifications, conditions and all matters related to the contract with Client, Client’s Consultants, all other agencies including Government and Statutory bodies etc. shall be done through EPI only. CONTRACTOR shall prepare and submit expeditiously all bills, claims, details, clarifications, documents, information, etc. as required by EPI /Client for proper execution and successful completion of the “Works”
22.0 If desired by EPI, CONTRACTOR shall be available/associate with EPI in meetings with Client for its portion of work. CONTRACTOR shall furnish all information and clarifications as and when required by EPI/Client.

23.0 Deleted

24.0 The CONTRACTOR shall plan and execute the “Works” in his scope of work in such a manner that the other works, connected with the “Works” of the CONTRACTOR, but not included in the CONTRACTOR’s scope of work, do not get affected/delayed.

25.0 The CONTRACTOR shall deploy sufficient plant & equipment of the required and in good working condition for completion of the works in stipulated time with required quality, the equipment should either be owned by the CONTRACTOR or hired/leased. The deployment of equipment by CONTRACTOR shall be as decided by EPI and the same shall not be less than the minimum deployment stipulated by the Client, if any for execution of “Works” and as per schedule agreed with EPI. The CONTRACTOR shall make arrangement for regular maintenance including preventive and breakdown maintenance and maintain stock of essential spares at site/near to site so as to ensure minimum breakdown time of equipment. The equipment once brought to site shall not be allowed to be removed without the consent of EPI. In case the CONTRACTOR fails to deploy sufficient equipment to the satisfaction of EPI or in case of prolonged breakdown of equipment, EPI at its sole discretion shall arrange the required equipment and debit all the related costs including ten percent overheads of EPI and shall recover the same from the due payments of CONTRACTOR, including from its bank guarantees available with EPI.

26.0 CONTRACTOR shall ensure compliance with all Central, State and Local Laws, Rules, Regulations etc. as applicable or may be applicable during the course of execution, maintenance etc. of the “Works” and shall indemnify against any claim or damages whatsoever on such accounts. The CONTRACTOR shall keep EPI indemnified at all times against infringement of any Patent or Intellectual Property rights.

27.0 EPI is an ISO: 9001 and ISO: 14001 Company. The conditions of the ISO as applicable should be followed by the CONTRACTOR for implementation & maintaining the established procedures of EPI for this purpose. Following documents
have been provided by EPI to CONTRACTOR & CONTRACTOR confirms receipt of the same:

a. Quality & Environmental Policy
b. Objectives & Targets.
c. Operational control procedures
d. Operational Control Procedures
e. Noise.
f. Wastage

28.0 The work executed by CONTRACTOR shall be subject to audit and quality control checks from Quality Control Division & Technical audit of EPI, Client Inspecting Agency of the Client and Chief Technical Examiner of Central Vigilance Commission, Govt. of India. In the eventuality of any defect/sub standard works as brought out in the report or noticed otherwise at any time during execution, maintenance period etc., the same shall be made good by the CONTRACTOR without any cost to EPI. In case CONTRACTOR fails to rectify the defect/sub-standard work within the time period stipulated by EPI, shall get it rectified at the risk and cost of CONTRACTOR and shall recover the amount from the dues of the CONTRACTOR. All documents required to be submitted to these agencies for the scope of work of contractor will be provided on demand of EPI.

29.0 In case, at a later stage, it is found that the CONTRACTOR has submitted incorrect, false details and credentials resulting in apprehensions on the capabilities of CONTRACTOR with regard to quality & timely completion of works, financial capabilities etc. EPI can terminate this agreement solely at its option. In this eventuality the CONTRACTOR shall be liable for the losses suffered by EPI and further CONTRACTOR shall have no claim on EPI, whatsoever.

30.0 GCC clause no 76 is amended as per Annexure-IV.

31.0 All other terms and conditions shall be as per the Tender documents of Client and the same shall be applicable between EPI and the CONTRACTOR on mutatis mutandis basis. The above terms and conditions shall supersede the terms and conditions contained in the Tender Documents of the Client in case of variance in any condition. However, if EPI is granted some concession or exempted from certain obligations by client, by virtue of EPI being a Public Sector Company, the same concessions/exemptions shall not be applicable to the CONTRACTOR. The decision
of EPI in this regard including interpretation of terms & conditions shall be final & binding on CONTRACTOR.

32.0 Deleted.

33.0 Deleted.

34.0 PRIORITY OF WORK

The contractor has to deploy resources and plan the work accordingly and nothing extra shall be payable to the contractor on this account. The contractor has to ensure safety of the occupants and sufficiently barricade the area so as to avoid any hazard to occupants.

35.0 The relevant and required documents in respect of VAT assessment / service tax assessment for EPI for availing exemption / deductions by EPI are to be submitted along with each RA bill failing which the VAT Tax levied / suffered by EPI is to be borne by the contractor and will be recovered from the forthcoming bills. The bills are to be submitted in the format required under the respective tax acts indicating input tax.

36.0 The final bill payment to the PARTY shall be made when PARTY submits VAT clearance certificates, EPF clearance certificate, all other clearances, approvals, certificates etc. as per agreement of EPI with the client for the “Works” and as per statutory requirement.

37.0 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 contactor.

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) Manufacture’s guarantee of various machines / equipments installed as part of works.

k) NOC from labour department, PF Department.

38.0 In case of any discrepancy between the downloaded tender and the approved hard copy, the approved hard copy shall hold good for contractual as well as legal purposes.

The tenderer shall furnish a declaration to this effect that no addition/deletion/corrections have been made in the downloaded tender document being submitted by him and it is identical to the tender document appearing on the Web-Site and with the Standard DRAFT Tender Document available in the officer of the office inviting the tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or makes any modifications in the terms and conditions of the downloaded tender which are not acceptable to the EPIL, then the EPIL shall, without prejudice to any other right or remedy, be at liberty to forfeit entire amount of Earnest Money as aforesaid.