AN ISO 9001 & 14001 COMPANY

TENDER DOCUMENT

TENDER No: DLI/CON/685/446

FOR

Establishing Batching Plant & Supplying Concrete at Site for Construction of Bihar Police Academy Project at Rajgir, District Nalanda, Bihar

VOLUME - II

Additional Conditions of Contract
ADDITIONAL CONDITIONS OF CONTRACT (ACC)

1.0 General

The Additional Conditions shall be read in conjunction with General Conditions of Contract. Where the provisions of these Additional Conditions are at variance with the provision of the General Conditions of Contract, the provisions of these Additional Conditions shall take precedence.

Following conditions shall also form part of the Contract:
EPI shall act as main contractor and PARTY shall supply Concrete by Erecting Batching Plant Inclusive of pump and other machinery for execution of “Works”. PARTY shall submit its offer to EPI for execution and completion of the “Works.

2.0 Scope of Work

The Scope of Work shall be as per BOQ for supply of Concrete of specified grade by Erecting Batching Plant of Capacity 30 cum/hr. or more inclusive of all machinery and transporting the concrete to the nearest point of Formwork including all materials required except Cement. All other material and machineries like, Transit Mixers, Pump etc., storage of materials and Testing. Getting approval of Design Mix from Client is also in the scope.

PP Cement conforming to IS 1489, part I, shall be supplied by EPIL as per Clause No.8.0 of Additional Conditions of Contract.

3.0 Commencement and Completion of Project

The Contractual Completion Period shall be 8 (Eight) months from the date of issue of Telegram /Letter/Fax of Intent of Acceptance of Tender.

4.0 Bidders Confirmation

PARTY 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 References

Applicable B.S building codes including all amendments upto tender closing date. In case of conflict, the more stringent requirement will apply unless ruled otherwise by EPI/EPI’s client.
6.0 Tender Documents

Following documents will complete a set of tender documents:

**Volume-I**
- Notice Inviting Tender (NIT)
- Addendum to Instructions to Tenderer
- Letter of Undertaking
- Form of Tender
- Memorandum
- Instructions to Tenderer & General Conditions of Contract (GCC).

**Volume-II**

Additional Conditions of Contract (ACC)

**Volume – III**


**Volume – IV**

Price Bid/Bill of Quantity

7.0 Taxes and Duties

Labour welfare/Labour Cess deduction as specified in contract document will be borne/ paid by EPI for the Project. However payment of all other taxes, duties, VAT, Cess, levies, Octroi, Entry tax, Royalties, Turnover Tax, Service Tax and other expenses etc. applicable on the party’s Contract value shall be the responsibility of the PARTY and is to be included in the price of the PARTY.

8.0 All men, materials, machinery, tools and plants, infra-structure, resources etc., as required for execution of “Works” shall be provided and arranged by PARTY for their portion of work. The amount/rate quoted in their offer by PARTY to EPI includes all charges, all direct and indirect cost of works, materials, labour, plant & equipment, all taxes, duties, levies, royalties, octroi, entry tax, VAT, TOT, service tax etc., 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, insurance 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. PARTY shall comply with all the requirements laid down as per ‘Tender Documents’ and shall un-conditionally abide by its offer quoted for execution of “Works” as per terms, conditions, specifications, drawings, documents etc. given in the ’Tender Documents’ for the completion, handing over, maintenance period etc. For the project.
Except cement all other materials to be arranged by the party. Requirement of cement shall be raised by party at least 15 days in advance of requirement.

Cement shall be supplied free of cost over truck/lorry at BPA site, Rajgir. Unloading, local transportation to batching plant, safe stacking and storage will be done by the party at his own cost.

Consumption of Cement shall be as per theoretical consumption. Allowable wastage of cement for production of Concrete is 2%. Any wastage other than this will be recovered as per purchase cost.

At the time of submission of Bill Contractor shall properly account for the materials issued to him and certify that balance materials supplied is available at site.

9.0 Insurance charges for project insurance (CAR) to be taken by EPI for the project as per contract with Clients and shall be borne by EPI. The PARTY 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 PARTY at the project site.

10.0 The initial validity period of offer of PARTY shall be three months (90 days).

11.0 Earnest Money Deposit submitted by PARTY along with their offer as security to unconditionally abide by its offer quoted shall be kept valid for a period 150 days. The EMD is liable to be forfeited if the PARTY revokes/withdraws its offer during its validity or extended validity period of offer. In case of revocation/withdrawal of offer by PARTY after signing of this agreement and during its validity or non-start of work within stipulated time and non submission of performance security/any other security etc., if required to be submitted by the PARTY to EPI, EPI shall have the option to forfeit the EMD and get the work executed at the risk & cost of the PARTY. The decision of EPI in this regard shall be final & binding on PARTY.

12.0 In the event of award of work PARTY shall submit to EPI, Bank Guarantees from a Scheduled Bank towards 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) in favour of EPI, for PARTY’s scope of work.

Security Deposit: Security deposit will be 10% of contract sum consisting of two parts as below –

- Performance Guarantee – 5% of contract sum
- Retention money – 5% of contract sum

The security deposit will not carry any interest till it is held by EPIL.

a) Performance Guarantee: The successful tenderer, within 15 days from the date of receipt of Letter of Acceptance, shall have to submit Performance Guarantee @ 5% of contract sum, which may be in any one of the following forms :-
(i)  In the form of a crossed Demand Draft/Bankers Cheque drawn on any nationalized bank or scheduled Bank, in favour of the Engineering Projects (India) Ltd., payable at New Delhi.

Or

(ii) By an unconditional Bank Guarantee as per the format included in the tender document, from any Nationalized/schedule bank/is having validity for the total Contract period plus extension period if any plus 90 days. The contractor shall extent the validity of the Bank Guarantee for the corresponding period the contract is extended or the execution of the work is delayed due to whatsoever reasons. The EMD submitted shall be returned duly discharged after submission of above Performance Guarantee. The above Performance Guarantee will be discharged and returned to the contractor along with the final bill. The contractor shall keep the bank guarantee current and valid till submission of the final bill in all respect.

Or

(iii) The Party has to hypothecate the Plant to EPIL and an amount of 5% shall be deducted towards Performance security from RA Bills.

b) Retention Money: Retention money is 5% of contract sum, which shall be deducted @ 5% from Running Account bills till the amount to the extent of 5% of the Contract sum is reached.

13.0 Payments shall be made fortnightly as per the consumption of Concrete & approval of Cube Test by Client & Consultant.

The final bill payment to the PARTY shall be released only after PARTY submits requisite clearance certificates, approvals, certificates etc. as per agreement of EPI with the Client for the “Works” and as per statutory requirement.

The PARTY shall have no claim on EPI in case the payments are delayed by the Client due to any reason whatsoever.

14.0 The prices of PARTY shall be firm and fixed till the completion, handing over, maintenance period etc. of the contract.

15.0 Advances against mobilization : Nil

16.0 The PARTY shall be fully responsible to complete the “Works” in workmen like manner to the satisfaction of 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. All Quality Procedures of EPIL/BPBCC is to be followed and all records are to be maintained. In case Client reduces or increases scope of work related to PARTY’s portion of work, the same shall be binding on PARTY and the PARTY has to execute the same at rates agreed by party.

17.0 In case PARTY 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 PARTY to achieve the specified quality and/or to deploy adequate resources to the satisfaction of EPI, for timely completion of “Works”. Upon expiry of the notice period, if PARTY fails to achieve specified quality and/or fails to take action for timely completion of “Works”, then EPI shall have option to withdraw the remaining work partly or in full from PARTY and get the same executed at the risk and cost of the PARTY from alternative agency/agencies besides encashment of the guarantees submitted by the PARTY to EPI. The decision of EPI in this regard shall be final and binding on the PARTY.

18.0 The PARTY 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. EPI shall exercise overall management, monitoring and coordination of project.

19.0 The PARTY shall be responsible for timely completion of the “Works” within the contractual completion period. Liquidated Damages/Compensation for delay, if any imposed/deducted from EPI’s bills by Client due to parties’ performance shall be recovered from PARTY’s bills or other dues.

20.0 The PARTY shall have EPF Code number, CST-TIN, VAT-TIN/Sales tax on Works contract number, Service tax registration number, PAN (Permanent Account Number of Income Tax) etc. if applicable 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 PARTY shall also be responsible for labour welfare and for arranging labour and other licenses/permits/clearances etc. for the project at their own cost. In case EPI has to take labour license or and other licenses, all expenditure towards the same shall also be borne by the PARTY. The PARTY shall comply with all the requirements as per labour laws/acts. All the records in this regard shall be maintained by PARTY as per statutory requirements and rules and shall be produced by the PARTY on demand if required.

21.0 The PARTY 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. PARTY 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”.

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22.0 In case of non-approval of PARTY’s association for the Project by the Client and/or by the corporate office of EPI due to any reasons whatsoever at any stage of the “Works”, the PARTY shall have no claim on EPI.

23.0 Income tax shall be deducted as per income tax act as applicable.

24.0 The PARTY 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 PARTY, but not included in PARTY’s scope of work, do not get affected/delayed.

25.0 The PARTY shall deploy sufficient plant & equipment of the required capacity and in good working condition for completion of the works in stipulated time with required quality. The equipment should either be owned by the PARTY or hired/leased. The deployment of equipment by PARTY 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 PARTY 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 PARTY 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 PARTY, including from its bank guarantees available with EPI.

26.0 PARTY 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 EPI against any claim or damages whatsoever on such accounts. The PARTY 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 PARTY for implementation & maintaining the established procedures of EPI for this purpose. Following documents have been provided by EPI to PARTY & PARTY confirms receipt of the same: -

   a. Quality & Environmental policy
   b. Objectives & Targets.
   c. Operational control procedures - Noise.
   d. Operational control Procedures - wastage.

28.0 The work executed by PARTY shall be subject to audit and quality control checks from Quality Control Division & Technical Audit of EPI, Client, Inspecting Agencies 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 PARTY without
any cost to EPI. In case PARTY fails to rectify the defect/sub-standard work within the time period stipulated by EPI, EPI shall get it rectified at the risk and cost of PARTY and shall recover the amount from the dues of the PARTY.

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

30.0 The “Parties” shall make efforts to settle disputes, if any, amicably. Only if amicable settlement is not possible, the same shall be referred to the sole arbitration of the Chairman & Managing Director (CMD) of EPI or the person appointed by the CMD, EPI and the decision of the arbitrator shall be final and binding on the “Parties”. Arbitration will be according to EPI GCC Clause No.76.

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 PARTY on mutatis mutandis basis. 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 PARTY. The decision of EPI in this regard including interpretation of terms & conditions shall be final & binding on PARTY.

32.0 This agreement shall be governed by the Indian Laws for the time being in force and only the Courts in Kolkata alone shall have the exclusive jurisdiction to entertain and decide any matter arising out of the agreement/contract.

33.0 CONCRETE:

The Concrete produced shall be as per Mix Design approved by Client, minimum cement content as specified in BOQ By BPBCC and as per relevant IS Codes & Specification of Client. Wastage of concrete, if any due to any reasons for which contractor is responsible shall be recovered from the bills of contractor at penal recovery rate which is twice (2 times) the rate of production / procurement of concrete by EPI. The Quantity shall be as per the actual quantity measured at site.

34.0 Quantity Variations:

The quantity mentioned against individual items in the Price Bid of the tender are tentative and these individual item may vary to any extent. The actual quantities may vary due to actual work condition of the site or due to any other reasons. The tendered rates shall remain firm.
No Idle charges shall be paid.

For Materials & for Testing of Materials refer Technical Specification & Addendum of BPBCC. The party shall at his own cost provide all types of manpower for filling cubes, and equipment, water tanks, to carry out test of Concrete as per tender specifications. The party shall solely be responsible for the safety, quality and quantity and storage of the material.

Water & Electricity

The party shall make his own arrangement for power/electricity /fuel for operation of concrete batching plant and other equipment at his own cost.

Water

Contractor shall make own arrangement at his own cost.

The Cost towards Water & Electricity is deemed to be included in the rates quoted by the Party for the works.