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 provisions in these Additional Conditions of Contract, which are at variance with the provisions of General Conditions of Contract, the provisions in these Additional Conditions of Contract shall take precedence.

2.0 INTRODUCTION

Karnataka Urban Water Supply & Drainage Board is a separate body under the Urban Ministry, Government of Karnataka involved in providing Water supply and Drainage facilities to Urban areas of Karnataka.

3.0 Scope of work:

The project site for the work is available.

The brief scope of work in this tender shall include (but not limited to) Construction of 10.50 Mtr Dia RCC wetwell cum pump house in Zone -1, Inlet and Screen Chambers of Wet Well in Zone-1, Construction of valve chamber for Wetwell, Construction of Diesel Generator Room of size 4 m x 6 m for wetwell, Providing 500 mm dia Ductile Iron class K-7, Construction of Sewage Treatment Plant of 8.28 MLD capacity consisting of, a.i) Construction of Aerated Lagoons at STP Site. a.ii) Construction of Interconnecting RCC Channel From Division Box to Aerated Lagoon. a.iii) Construction of 2 Nos Interconnecting RCC Channel From Aerated Lagoon to Basin.

b.i) Construction of Northern & Southern Sedimentation Basins at STP Site.

b.ii) Construction of Interconnecting RCC Outlet Channel From Basin to Outlet Chamber for Northern and Southern Sedimentation Tank.

c) Construction of DG Room of Size 4 M X 6 M.

d) Construction of laboratory room of size 6 M X 10 M near STP.

e) Construction of Switch gear room of size 6 M X 9 M near STP.

f) Construction of Type ‘A’ Staff Quarters.

g) Providing Barbed wire fencing all round STP site

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 ORDER OF PRECEDENCE

i. NIT

ii. MEMORANDUM, ACC

iii. BOQ, TECHNICAL SPECIFICATION AND DRAWINGS

iv. EPI GCC

v. CLIENT DOCUMENTS (GCC, SCC AND CLARIFICATIONS ETC.)

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 (ten) years such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance 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 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 The set of tender documents shall contain one set of hard copy of tender drawings. The original hard copy of tender drawings shall be returned along with the tender documents duly signed and stamped by the tenderer and shall form part of agreement.

7.0 SPECIFICATIONS

i) All works in general are to be carried out in accordance with the KUWS & DB Specifications which are detailed in technical specification separately attached with this tender.

ii) This contract shall be governed by the Indian Laws for the time being in force. The contract is confidential and must be strictly confined to the purposes of the contract.

iii) The contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the specifications and drawings taken together whether the same may or may not be particularly shown or described therein provided that the same can be reasonably be inferred there from and if the contractor finds any discrepancy in the specifications and drawings and between the drawings, he shall immediately and in writing refer the same to the employer who shall decide which is to be followed.

vi) The work order/LOI will be issued by EPI and handing over of the site and date of commencement of the contract shall be within 10 (ten) days of issue of such letter.

8.0 PRICE ESCALATION

Escalation shall be payable as per relevant Clause no 70.2 of Client with base Index reckoned as 09.01.2015 (NIT date).
9.0 **MOBILIZATION ADVANCE** – 10% of mobilization advance will be released against submission of BG after providing requisite facilities as per clause no. 30.0 and Establishment of Site laboratory as per Cl. No. 21.0. First recovery of mobilization will be after achieving 20% of work order value.

10.0 **WATER & ELECTRICITY** – The required water and electricity to be arranged by the tenderer only.

11.0 **RETENTION MONEY** – Not applicable. However, if case party fails to submit Security Deposit cum Performance Bank Guarantee as per Cl. No. 33.0 and request for deduction from RA bills, retention money @ 10% will be deducted from each RA bill till it is reached to 6% of work order value and shall be returned once the work order is closed.

12.0 **TAXES AND DUTIES** – All taxes and Duties are included as per 13.0 of EPI’s GCC Client GCC clause 73.1, 73.2 & 73.3 shall also be applicable.

“The contractor shall be responsible for the payment, wherever payable, at his own cost of all taxes such as excise duty, custom duty, sales tax, including the purchase tax, consignment tax, work contract tax, VAT or any other similar tax in the state concerned, turnover tax, toll tax, octroi charges, royalty, cess, labour cess, professional taxes, levy and other tax(es) or duty(ies) which may be specified by Local / State / Central Government from time to time on all materials, articles which may be used for this work. The rates quoted by him in the Tender in Bill of Quantities shall be inclusive of all such taxes, duties, etc. In the event of non-payment / default in payment of any octroi, royalty, cess, labour cess, professional taxes, turnover tax, sales tax, including the purchase tax, consignment tax, work contract tax, VAT, or any other similar tax in the state concerned, customs, excise or any other levy / tax including labour dues etc. by contractor, EPI reserves the right to with-hold the dues / payments of contractor and make payment to Local / State / Central Government authorities or to labourers as may be applicable. The contractor should submit along with the Tender Registration Certificates with Sales Tax on works contract authority etc. otherwise appropriate recovery shall be made from his bills. Service Tax is not applicable for this project”.

13.0 **Joint ventures are not allowed.**

14.0(a) **Work related queries**-

Bidders are advise to visit site and go through the EPI/CLIENT documents before quoting rates however for any query bidders are advise to contact EPI Chennai office/ Site. The work is to be carried out in accordance with technical specifications, drawings and approved make/vendors of client.

(b) **Payment against deviation/ extra items**-

Deviations/ extra items shall be carried out with prior approval of client/ EPI. On Approval & receipt of payment of such items from client, 91 % payment shall be released after deducting 9 % EPI’s overhead and profit margin.
15.0 **Terms of Payment:** In addition to Clause nos 37.1, 37.2, 37.3 & 37.4 of GCC (EPIL) the following clauses nos 60.1 (Chapter 2 General Conditions of Contract, Page no 59), Clause no 35.1 and sub clauses (a), (b), (c), (d) & (e) (under Special conditions of Contract, Page no 105) of Client are also applicable.

16.0 **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 (milestones) 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.

17.0 **PLANT & MACHINERY**

All plant & machinery required for execution of work shall have to be arranged by the contractor at his own cost. The contractor has to deploy all the required equipment to complete all the works within stipulated specifications & time period as per contract documents.

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

18.0 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 / 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 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.

19.0 Clause no 45 of GCC stands modified as under:

EPI shall supply major Materials such as DI Pipes, Stone ware pipes, RCC pipes, UPVC pipes & valves on actual cost recovery basis. In addition 1% on total cost of materials towards handling charges also will be levied. The Contractor shall submit the samples of materials to be tested or analyzed and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications.

20.0 Clause no. 45.1 & 45.2 of GCC stands modified as under:

Steel and Cement shall be procured by EPI directly from the manufacturer/dealer and shall be issued to the contractor and the actual cost of materials based on consumption shall be recovered from RA Bills. In addition 1% on total cost of materials towards handling charges also will be levied. Permissible wastage/excess consumption of steel & Cement calculated as per PWD specification shall be recovered at actual cost/rates of procurement by EPI and any wastage beyond this permissible limit shall be recovered at double the market rates. Unloading, proper storage of all the materials procured by EPI shall be the responsibility of the contractor. In case contractor fails to take any action for unloading or proper storage of material brought to site by EPI, the same shall be arranged by EPI at the risk and cost of contractor. In case there is delay in supply of material by EPI, the contractor will have no claim on its account. In case of non supply of materials by EPI due to any reasons, the party may be permitted to procure the materials with the prior written approval from EPI with out any claim on EPI. Payment to approved Cement manufacturer/dealer may be paid by EPI on the request of the party against submission of invoice on behalf of PARTY.

The contractor shall submit RA Bills/Pre-final/Final bill along with reconciliation statement of materials and no payment shall be released to the contractor in absence of such documents. Excess consumption shall be recovered at the rates mentioned elsewhere in the contract.

Consumption of materials shall be calculated as per the provisions of contract/specification/standards and the contractor shall be solely responsible for any additional or less consumption of materials. In case material is consumed less than that calculated as per the co-efficient of consumption as per contract/relevant specification/PWD codes/Manuals, the contractor shall identify the portion of work/whole work where material consumed is less than that specified above and dismantle such work and redo the same at his own cost.

21.0 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 CPWD 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.

22.0 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. The rates have to be quoted on the basis of percentage (%) above, below or at par on the estimated value of the work.

23.0 Financing/ Bank charges for guarantees furnished/to be furnished to KUWS & DB by EPI which have to be paid for the entire contract as a whole shall be borne by the contractor (on pro rata basis).

24.0 Custody of Drawings

All the approved Drawings shall remain in the sole custody of the Engineer-in-Charge but two copies thereof shall be furnished to the Contractor free of charge. The Contractor shall provide and make at his own expenses any further copies required by him. At the completion of Contract the Contractor shall return to the Engineer-in-Charge all drawings provided under the Contract.

One copy of the Drawings, furnished to the Contractor as aforesaid, shall be kept by him on the site and the same shall at all reasonable times be available for inspection and use by the Engineer-in-Charge and his Representatives and by any other person authorised by the Engineer-in-Charge.

25.0 Survey: Layout and Access

The Contractor shall satisfy himself regarding the correctness of the site Layouts, levels etc. as shown in the drawings or given in the specifications. Before starting the work he shall also carry out at his own cost survey of the whole work site jointly with the Department. Surveying and Designs of sewerage system/WSS to be submitted and got approved by the competent authority before execution of the work. Any deviations as may arise out of the survey shall not vitiate the provisions of contracts and shall not entitle the Contractor to any extra payment of claim in any way.

After the joint survey a survey plan shall be prepared by the Contractor at his cost and got approved by the Engineer-in-Charge. Reference line and points shall be established by the Contractor at his own cost so as to serve as reference and “Dimensional Checking” of works. He shall prepare and submit a plan in quadruplicate to the E.I.C. showing such reference points with their full description at his cost.
The Contractor shall provide for all arrangements labour, equipments and materials needed for carrying out survey, setting out, layout checking, inspections measurements, testing at his own cost for which no separate payment will be made.

The Contractor shall also provide proper approach and access to all the works and stores including clearance of sites at his own cost.

26.0 Time of Completion

The entire work as per offer shall be completed within 14 (fourteen) months from the date of issue of work order. The time of completion is firm and final and supersedes any other time mentioned elsewhere in any clause(s) of tender document.

The period of completion given includes the time required for mobilization and testing as well, rectifications, if any, re-testing and completion in all respects to the entire satisfaction of the Engineer-in-Charge including the monsoon season.

The Contractor shall scrupulously adhere to the targets/program as envisaged in his micro-plan of work program by deploying adequate personnel and construction tools and tackles and he shall also supply all materials of his scope of supply in time to achieve the targets set out.

The Contractor shall give every day a report on category-wise labour and equipment deployed along with the progress of work done on previous day. The progress of work shall be proportionate to completion time.

Time is the essence of this contract and the allotted work must be completed within the specified time. Extension of time may be granted in very exceptional circumstances if the work gets delayed due to the reasons beyond the control of the successful bidder. This clause of extension of time will have precedence over any other similar clauses if they are at variance with this clause. There will be penalty for non-completion of the work in time as indicated elsewhere.

In case the successful bidder i.e. the contractor fails to execute the work as per agreed schedule of progress of work and as per specified quality and/or lags behind in activities required for timely completion of work, as determined by EPI/Client, then EPI shall give 15 days’ notice to the contractor in writing to achieve the specified quality and/or deploy adequate resources to the satisfaction of EPI, for timely completion of work. Upon expiry of the notice period, if the contractor fails to achieve specified quality and/or fails to action for timely completion of work, then EPI shall have option to withdraw the remaining work PARTLY or in FULL from the contractor and get the same executed at the risk and cost of the from alternative agencies with 10% EPI Overheads besides encashment of guarantees submitted by the parties to EPI. The decision of EPI in this regard shall be final and binding on the contractor.

The contractor work programme should demonstrate minimum progress as per the milestones given below.

I Milestone :- 20 % of the total work in 3 Months period
II Milestone :- 40 % of the total work in 6 Months period
III Milestone :- 60 % of the total work in 9 Months period
IV Milestone :- 80% of the total work in 12 Months period

V Milestone :- 100% of the total work in 14 Months period

27.0 The Contractor shall comply with all the provisions of the following statutory acts or any modifications thereto and the rules made there under from time to time.

- Indian Factories Act 1948
- Payment of Wages Act 1936
- Minimum Wages Act 1948
- Employers Liability Act 1938
- Apprentices Act 1961
- Workmen’s Compensation Act 1923
- Industrial Disputes Act 1947
- The Maternity Benefits Act 1961
- Contract Labour (Regulation and Abolition) Act 1970
- Employment of Children Act 1933
- Provident Funds and Miscellaneous Provisions Act 1952
- The Employee’s Pension Scheme 1995

28.0 Should a report be made by an Inspecting Officer, as defined in the Contract Labour (Regulation and Abolition) Act 1970, the Developer shall have the right to deduct from any money due to the Contractor any sum required, or estimated to be required, for making good the loss(es) suffered by a worker or workers by the reason of non-fulfillment of the Conditions of the Contract relating to the benefits of workers, non-payment of wages or of deduction made from their wages which are not justified by the terms of the Contract or non-observance.

29.0 The Contractor shall indemnify the employer against any payments to be made hereunder and for the observance of the provisions of the aforesaid Acts.

30.0 FACILITIES TO BE PROVIDED BY PARTY TO EPI

Immediately on placement of LOI/Work order (whichever is earlier) by EPI on the PARTY, the PARTY at its own cost shall provide furnished office, facilities etc. exclusively for the use of personnel of EPI as per details given below. The PARTY shall make his rates/prices in his offer sufficiently comprehensive to cover the cost of the facilities as per details shown below and the PARTY shall not be entitled for any extra payment for the same.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>A) Bachelor ACCOMMODATION</td>
<td>1 no</td>
</tr>
<tr>
<td>B) FURNITURE OF TOTAL VALUE</td>
<td>Rs. 1.5 lacs</td>
</tr>
<tr>
<td>C) Office Boy cum cook</td>
<td>1 No.</td>
</tr>
<tr>
<td>D) VEHICLE (Brand New) New Four wheel drive Scorpio DX vehicle or equivalent with Driver and accessories valuing Rs.30,000/- Monthly running shall be restricted to 4000 KMS</td>
<td>1 Nos.</td>
</tr>
</tbody>
</table>
The PARTY shall provide ‘Sign Board(s)’ as per design approved by EPI and/or Client.

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

### 31.0 Requirement of Technical Staff for the work

<table>
<thead>
<tr>
<th>Cost of work (Rs in Crores)</th>
<th>Contract period (Months)</th>
<th>Requirement of Technical Staff</th>
<th>Minimum experience (Years)</th>
<th>Rate of recovery</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.00</td>
<td>6</td>
<td>i) Project Manager with degree</td>
<td>10</td>
<td>Rs. 60,000/- p.m</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii) Planning /Quality Control Engineer Degree</td>
<td>5</td>
<td>Rs. 50,000/- p.m</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iii) Junior Engineer Diploma (Civil)</td>
<td>3</td>
<td>Rs 25,000/- p.m</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iv) Safety Officer</td>
<td>2</td>
<td>Rs 20,000/- p.m</td>
</tr>
<tr>
<td></td>
<td></td>
<td>v) Supervisors (Diploma Engineering in Electrical/ Mechanical/Civil)</td>
<td>5</td>
<td>Rs 20,000/- p.m</td>
</tr>
</tbody>
</table>

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

Rate of recovery in case of non-compliance of above will be stipulated as above.

### 32.0 Liquidated damages

a) The penalty at the rate of 2%(Two percent) of the amount put to tender for every 100% (hundred percent) of delay on part of contractor will be imposed subject to a maximum of 7.5% (seven point five percent) of the amount put to tender.

b) The work should progress according to the milestones fixed as per CPM/PERT chart and the contractor is responsible to achieve these approved milestones. The progress will be reviewed every month. In case of any delay which is not beyond the control of contractor, liquidated damages shall be levied as per clause 32.0(a)

### 33.0 Security Deposit cum Performance Gurantee.

6%(Six percent only) of the contract value to be submitted by contractor with in 10 days from the date of issue of Letter of intent of acceptance of tender. The Security deposit cum
performance guarantee shall kept valid up to defect liability period. Alternately Retention from RA bills can be considered as per Cl. No. 11.0

**34.0 Royalties (GCC clause no 14.0 modified as under)**
The Employer/EPI shall deduct Royalties on material used in the works from the progress payments to the contractor at the rates specified in the most recent “Amendment to the Karnataka Minor Mineral concessions rules-2007” as published by the commerce and Industries Department (Mines) and as illustrated in Annexure-1 as given below,
## SCHEDULE – II
(See Sub. Rule (1) of Rule 36)

### ROYALTY

<table>
<thead>
<tr>
<th>SL. No.</th>
<th>Name of the Minor Mineral</th>
<th>Rate per Unit/quantity</th>
</tr>
</thead>
</table>
| 1.      | ORNAMENTAL AND DECORATIVE BUILDING STONES- as defined under clause (m) of rule 2. (A) DYKE ROCKS  
   i) Black granites  
   a) Mysore and Chamarajanagar Districts.  
   b) All other Districts other than (a) above.  
   ii) Other varieties of dykes other than black granites (Entire State) | Rs.3000 per M³  
   Rs.2500 per M³  
   Rs.1500 per M³ |
| 2.      | Felsite and its varieties suitable for use as ornamental stones - Entire state. | Rs.1200 per M³ |
| 3.      | Granite and sand stones and their varieties suitable for use as Ornamental stones - Entire State. | Rs.1200 per M³ |
| 4.      | Marble or crystalline lime stone as ornamental stone - Entire state | Rs.1200 per M³ |
| 5.      | Bentonite – Entire state | Rs.200 per MT |
| 6.      | Fullers earth - Entire state | Rs.200 per MT |
| 7.      | Lime stone under the title “Shahabad stone” | Rs.80 per 10 Sq.m |
| 8.      | Ordinary building stones - Entire state as defined under clause (g) of rule 2. | Rs.30 per MT |
| 9.      | Lime Stone - Entire state | Rs.60 per MT |
| 10.     | Lime Kankar (Non- Cement) - Entire state | Rs.25 per MT |
38.0 The contractor shall make arrangements for Project Sign Board as per the format attached