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

Execution of Balance Work of the Auditorium Block in ESIC/ ESI MB RO Building at Salt Lake, Kolkata

3.0 SCOPE OF WORK INCLUDED IN THE CONTRACT

The brief scope of work included in this tender shall include (but not limited to) supply, installation, testing, commissioning & maintenance of Auditorium sound & Sound Projection System, Cable and Accessories for Sound System, Projection System, Projection System One In Front and Miscellaneous Allied Balance Works for Auditorium Block in ESIC / ESI MB RO Building at Salt Lake, Kolkata.

Apart from above any other services not covered in the BOQ but required as per direction of Engineer In-charge of EPI are deemed to be included in the scope of work. The work is to be carried out as per bill of quantities and tender conditions.

The set of tender documents shall contain tender drawings (one set of hard copy). The original hard copy of tender drawings shall be returned along with the tender documents duly signed and stamped by the tenderer & shall form part of agreement.

4.0 THE CLAUSE NO. 72.1 OF GCC SHALL BE REPLACED AS UNDER:

The contractor shall ensure satisfactory 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 schedule as given at Sl. No. 11.0 of Additional Conditions of Contract (ACC). The contractor should submit the weekly progress report as per format approved by Engineer-in-charge.

However, the Contractor shall also maintain monthly progress strictly in
accordance with bar chart and / or detailed time schedule that will be worked out on the basis of completion schedule. If the Contractor fails to maintain the required progress in terms of clause no 72.4 of GCC or relevant clause of additional conditions of contract to complete the work and clear the site on or before the completion date or extended date of completion, he shall without prejudice to any other right or remedy available under the law to EPI on account of such breach, pay compensation the amount calculated at the rate of 1% per week or part thereof subject to 10% of the total contract value as awarded. The total amount of compensation payable by the contractor for delay in stage wise completion of the whole work shall not exceed 10% of the total contract value awarded.

5.0 **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 (mile stones) 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 allot the compensation for delay due to non achieving progress at intermediate states if any, shall be refunded without any interest charges.

6.0 **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.
7.0 COMPLETION PERIOD
The completion period for the total work is 45 days from the date of placement of LOI/Work Order

8.0 FINAL BILL

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 issue 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 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.

9.0 GENERAL

9.1 Flooring works shall be executed as per the approved drawings / design & specifications. The pattern shown in the tender drawings, if any, and be modified as per the site requirements by Engineer-in-charge within the proportions of the flooring materials to be provided and nothing extra whatsoever shall be payable over and above the rate quoted.

9.2 The water proofing for the terraces, underground tanks / toilet floor etc, shall be got executed only through the authorized applicators of the manufacturers and the guarantee for the same shall be in the name of EPI / owner for a period of ten years after the expiry of defect period liability on the prescribed format given in the GCC.
9.3 Unless otherwise specified in the schedule of quantities the rates tendered by the contractor shall be all inclusive and shall apply to all heights, floors including terrace leads and depths and nothing extra shall be payable on this account.

9.4 CI pipes for sanitary and GI pipes for water supply if fixed in RCC members like columns, beams etc. shall be fixed with scrub plugs.

9.5 The contractor shall be responsible for all protection of sanitary, water supply electrical fittings & fixture against pilferage, breakage during period of installation until the completion of work and handed over to EPI.

9.6 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, SGRC covers for manholes etc. if provided, shall have name of owner / client and year of manufacturer as engraved.

9.7 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.

9.8 It will be the sole responsibility of contractor to obtain all statutory approvals / compliance required for construction / implementation of the project including right of way Forest clearance and completion clearance from the all relevant statutory bodies for plumbing, sewerage, sanitary and PHE work, fire department for fire protection, fire fighting, fire fighting installation, electrical works etc. 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 / owner with the local bodies will also have to be done by the contractor. Nothing extra shall be payable to contractor on this account.

9.9 The contractor shall make necessary safety arrangements at site including as mentioned in GCC and indemnity EPI against any consequence of accident at site.

9.10 The tenderer shall engage specialized agency having adequate technical capability & experience of having executed Fire Fighting, Fire Alarm works and other specialized work. The specialized agency for the work shall be got approved by Engineer-in-charge well before actual commencement of the respective items of work.

9.11 All kind of lifting and handling Lifting devices, hoists, ropes, tools & tackles, equipment, consumables, labour, supervision etc. required for the completion of work in all respect are to be arranged by the contractor at his own expense and
included in the price quoted, whatever required for erection, testing and commissioning.

9.12 Normally the complete package will be issued and unpacking will be done at place of erection. Unpacking of issued packages and return of packing materials as well as repacking and return of surplus materials to Buyer’s stores within ESIC premises is included in the scope of work.

9.13 Supply, fabrication and installation of packing plates including packing materials are included in the scope of work.

9.14 Erection of electric motors for the equipments, as well as coupling alignment using dial gauge etc. is included in the scope of work and the price of the present order. Decoupling for trial runs, re-coupling, tightening etc. are also included in the scope of work of the present order.

9.15 Welding of base frame of the equipment to supporting / building structure wherever required is included in the scope of work and price of present order.

9.16 The contractor shall have to execute the work in pace and in such a way to facilitate agencies engaged simultaneously for execution of other works required for completion of the building. No claim shall be entertained due to work being executed in the above circumstances.

9.17 Civil Engineering Works

The contractor shall check the position/sizes of the various foundation bolts, holes and satisfy himself regarding the suitability/correctness of the foundation before placing the equipment on the foundation. If any discrepancy is observed in the foundation, it must be brought to the notice of the buyer so that necessary measures are taken for rectification of the same. The contractor shall submit a sketch plan for leveling of the equipment and get it approved by Buyer’s engineer prior to placement of equipment on the foundation. Grouting of the equipment is also included in the scope of work and price including grouting materials.

Any damage caused to the foundation during erection, due to negligence on the part of the contractor, shall be made good by him at his own cost.

Any sundry civil engineering work such as making of groves, chiseling of holes for opening in or through walls, ceiling, floors, steel structures or cutting of concrete around foundations bolts/bolt holes shall be the responsibility of the contractor. All such openings, shall be filled up by the contractor after completion of erection work.
10.0 QUALITY ASSURANCE PROGRAMME

The following paragraph shall be added to clause no 81.0 of General Conditions of Contract (GCC) as under:

The quality testing of materials are to be done as per the frequency of sampling & testing prescribed in relevant code of different items of works, all mandatory tests of materials shall be conducted at site laboratory and the tests not possible at site shall be tested outside through reputed laboratories like Regional Engineering College (NIT)/Government Engineering College /National Test House / IIT/ M/s Shriram Test lab. Private Engineering College & polytechnic college are not allowed for testing.

11.0 MOBILIZATION ADVANCE:

Clause 8.0 of General Conditions of Contract stands deleted.

12.0 SECURED ADVANCE AGAINST NON PERISHABLE MATERIAL :-

No secured advance shall be paid to the contractor for the material / articles brought by him for incorporation in the works. The clause no. 35.0 of the GCC shall accordingly stand deleted.

13.0 TERMS OF PAYMENT

a. 95% will be released after completion of the work satisfactory against submission of RA bill and receipt of the payment from client.

b. Balance 5% will be withheld from each RA bill as retention money and will be released on completion of defect liability period subject to satisfactory performance to be certified by the Engineer-in-charge and receipt of payment from client.

14. Payment of all extra / substituted / variation items etc. related to PARTY’s scope of work admitted and paid by Client, if any, shall be made by EPI to PARTY accordingly. Any claim of PARTY, if not paid by the Client, whatsoever be the reason, shall not be admissible to the party.

15.0 The PARTY shall adhere to all safety rules and norms as applicable for execution
of similar works inside ESIC at no extra cost to EPI.

16.0 The PARTY shall be responsible for obtaining all approvals from the Owner/ 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.

17.0 In case of non-approval of PARTY’s association with EPI for this work by the Owner / client due to any reason, the tender submitted by them shall be rejected and the PARTY shall have no claim/ liability on EPI.

18.0 All statutory deductions will be made as per relevant act/rules/guidelines.

19.0 The plant & equipment once brought to site for works shall not be allowed to be removed without the consent of EPI.

20.0 The work executed by PARTY shall be subject to audit and quality control checks from Quality Control Division & Technical Audit of EPI, 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 at no extra cost to EPI.

21.0 Escalation clause, Clause No. 16 of the GCC stands deleted.

22.0 **ARBITRATION**

1. Clause no. 76.1 (GCC)

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 :-

2. Clause no. 76.2 Arbitration between Central Public Sector Enterprise inter se / Govt. Of India Department / Ministries.

   i) In the event of any disputes or differences relating to the Interpretation and application of the provision of the contract, such dispute or differences shall be referred by either party to the sole arbitrator in the department of public enterprise. The arbitration and conciliation act, 1996 shall not be applicable 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 or revision of the award to the law secretary, department of Legal affair ministry of law and justice, Govt. of India. Upon such reference the disputes shall be decided by the law secretary or the special secretary/Additional Secretary, when authorized by the law secretary, whose decision shall bind the parties finally and conclusively the parties to the disputes will share equally the cost of arbitration as intimate by the arbitrator.

ii) Subject to any amendment that may be carried out by the Govt. of India from time to time the procedure to be followed in the arbitration shall be as is contained in D.O. No. DPE/4(10)/2001-PMA-GI-I dtd. 22.01.2004 of Deptt. of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Govt. Of India or any modifications issued in this regard.