MEMORANDUM
(ENCLOSURE TO TENDER)

Ref: TENDER FOR PILING WORK FOR THE PROJECT- EXTENSION OF ACADEMIC COMPLEX (PHASE-V) AT IITG CAMPUS GUWAHATI

NIT No. NERO/MMD/IITG/158

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Cl. No.</th>
<th>Values/Description to be applicable for relevant clauses</th>
</tr>
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<tbody>
<tr>
<td>i)</td>
<td>Name of Work</td>
<td>-</td>
<td>Piling work for the Project Extension of Academic Complex (Phase-V) at IITG Campus Guwahati</td>
</tr>
<tr>
<td>ii)</td>
<td>Owner/Client/Employer</td>
<td>-</td>
<td>Indian Institute of Technology, Guwahati</td>
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<tr>
<td>iii)</td>
<td>Type of Tender</td>
<td>-</td>
<td>Lump sum turnkey concept, labour contract basis</td>
</tr>
<tr>
<td>iv)</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>Rs. 3,86,00,000.00 (Rupees Three Crore Eighty Six Lacs only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost put to tender</td>
<td>NIT</td>
<td>Rs. 3,86,000.00 (Rupees Three Lacs Eighty Six Thousand only)</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of work</td>
<td>NIT</td>
<td>Total work to be completed in 03 (Three) months in accordance with the time schedule of completion of work in the tender documents</td>
</tr>
<tr>
<td>vii)</td>
<td>Mobilisation advance</td>
<td>8.0</td>
<td>Deleted</td>
</tr>
<tr>
<td>viii)</td>
<td>Interest rate on mobilisation advance</td>
<td>8.0</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>ix)</td>
<td>Number of Instalments for recovery of mobilisation advance</td>
<td>8.0</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>x)</td>
<td>Schedule of rates applicable</td>
<td>69.0</td>
<td>Not Applicable</td>
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<td>xi)</td>
<td>Validity of Tender</td>
<td>4.0</td>
<td>90 (Ninety) days from the due date of submission of tender including any extension thereof</td>
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<td>xii)</td>
<td>Security deposit cum performance guarantee</td>
<td>9.0</td>
<td>5.00% (Five percent) of the contract value/price within 10 days of issuance of Letter/Fax of Intent of acceptance of tender drawn on a Nationalised/Scheduled Bank as per prescribed performa of EPI</td>
</tr>
<tr>
<td>xiii)</td>
<td>Retention Money</td>
<td>10.0</td>
<td>5.00% (Five percent) of the contract value/price to be deducted from each running bill</td>
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<td>xiv)</td>
<td>Time allowed for starting the work</td>
<td>43.0</td>
<td>The date of start of contract shall be reckoned 10 days from the date of issuance of Letter/Fax of Intent of acceptance of tender</td>
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<tr>
<td>xv)</td>
<td>Defect liability period</td>
<td>74.0</td>
<td>12 (twelve) months from the date of taking over of the works</td>
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<td>xvi)</td>
<td>Arbitration</td>
<td>76</td>
<td>Arbitration shall be as per provisions of Clause 76 of GCC.</td>
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<td>xvii)</td>
<td>Jurisdiction</td>
<td>76.3</td>
<td>Courts in New Delhi</td>
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</tbody>
</table>

SIGNATURE OF TENDERER

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NAME (CAPITAL LETTERS)

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OCCUPATION

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ADDRESS

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1.0 The following Additional Conditions of Contract shall be read in conjunction with General Conditions of Contract (GCC) of EPI and other conditions of the tender documents. If there are any provisions in these Additional Conditions of Contract, which are at variance with the provisions of GCC and other conditions of the tender documents, the provisions in these Additional Conditions of Contract shall take precedence.

2.0 Engineering Projects (India) Limited has secured the work for “Extension of Academic Complex Phase-V at IITG Campus”. The tender shall include (but not limited to) providing labour, tools and plants, machineries, transport and all other components including all materials (except those which are specifically excluded from scope/present tender as spelt out elsewhere in the tender documents) required for completion of piling work in the buildings as mentioned in the NIT.

3.0 The IIT Guwahati Campus is located on the North Bank of the river Brahmaputra. This is accessible by road via NH 31 as well as via North Guwahati - Hajo Road from the junction point of North approach of Saraighat Bridge and Guwahati Hajo by-lane.

4.0 The word “contractor” appearing anywhere in the GCC and the other tender documents shall mean the ‘petty contractor’ i.e. the successful tenderer on whom the work under the present tender is awarded by EPI.

5.0 Clause no 3.0 of GCC shall stand amended as below:

The items of work given in the tender documents are for general guidance of the intending tenderers and the works shall be carried out by the successful
tenderer i.e. the petty contractor on item rate basis in conformity with the detailed drawing, scope of work, technical specifications, special conditions of the tender documents (including any addition/modification/alteration/deletion made from time to time therein found essential for completion of works). The petty contractor shall be deemed to have satisfied himself before tendering as to the sufficiency and correctness of his tender for the works and of the rates and prices quoted in the brief specifications, drawings, scope of work and payment (billing) schedule, which rates and prices shall, except as otherwise provided, cover all obligations under the contract and all matters and things found necessary for proper completion and maintenance of the works. It shall be responsibility of the petty contractor to incorporate the changes that may be in the scope of work envisaged at the time of tendering and as actually required to be executed. The petty contractor has quoted his rates after clearly studying the scope of work given in Tender Documents availed by him by downloading from the website or made available to him at the office of Engineering Projects (India) Limited, Guwahati at the tendering stage itself and getting fully satisfied with the various items and technical intricacies involved in the work under his scope of work as envisaged in the tender. EPI shall not entertain any claim of the contractor on account of error or omission by him in this respect except what is admitted by the client.

6.0  No mobilisation advance shall be paid and hence clause no. 8 shall stand deleted.

7.0  **Safety Code:**

   **General**

   Contractor shall adhere of safe construction practice and guard against hazardous and unsafe working conditions and shall comply with Owner’s safety rules as set forth herein. Prior to start of construction, Contractor will be furnished of Owner’s —Safety Codell for information and guidance, if it has been prepared.

   **First Aid and Industrial Injuries**
(1) Contractor shall maintain first aid facilities for his employee and those of his sub contractors.

(2) Contractor shall make out side agreements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to the Owner prior to start of construction and their telephone numbers shall be prominently posted in Contractor’s field office.

(3) All critical industrial injuries shall be reported promptly to the Owner, and a copy of Contractor’s report covering each personal injury requiring the attention of a physician shall be furnished to the Owner.

General Rules
Smoking within the battery area, tank farm or dock limits is strictly prohibited. Violators of the no smoking rules shall be discharged immediately.

Contractors Barricades
(1) Contractor shall erect and maintain barricades required in connection with his Operation to guard or protect.
(a) Excavations.
(b) Hoisting areas.
(c) Areas adjudged hazardous Contractor’s or Owner’s inspectors.
(d) Owner’s existing property subject to damage by Contractor’s operations.
(e) Rail road unloading spots.
(2) Contractors employee and these of his sub contractors shall become acquainted with owner’s barricading practices and shall respect the provisions thereof.
(3) Barricades and hazardous areas adjacent to but not located in normal routes of travel shall be marked by red flasher lanterns at nights.

Scaffolding
(i) Suitable scaffolding should be provide for workmen for all works that safety be done from the ground or from solid construction except such short period work as
can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).

(ii) Scaffolding or staging than 4 meters above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise rewarded at least 3 ft. High above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

(iii) Every opening the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 metre.

(iv) Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform of the gangway or the stairway is more than 4 metres above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (ii) above.

(v) Safe- means of access shall be provided to all working platforms and other working places. Every ladder should be securely fixed. No portable single ladder shall be over 9 metres in length while the width between side rails in rung ladder shall in no case be less than 30cms for ladder up to and including 3 metres in length. For longer ladder this width should be increased at least 5 mm for each additional foot of length. Uniform steps spacing shall not exceed 30 cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the site of work shall be so stacked or placed to cause danger or inconvenience to any person or public. The Contractor shall also provide all necessary fencing and light to protect the workers and staff from accidents, and shall be bound to bear the expenses of defence of every suit, action or other proceedings of law that may be brought by any person for injury sustained owing to neglect of the above precautions and pay any damages and
costs which may be awarded in any such suit or action or proceedings to any such
person or which may with the consent of the Contractor be paid to compromise
any claim by any such person.

Excavation and Trenching
All trenches 1.2 metres or more in depth, shall at all times be supplied with at least
one ladder for each 50 metres length or fraction thereof.
Ladder shall be extended from bottom of the trench to at least 1 metre above
the surface of the ground. The sides of the trenches which are 1.5 metres in depth
shall be stepped back to give suitable slope or securely held by timber bracing, so
as to avoid the danger of sides to collapse. The excavated materials shall not be
placed within 1.5 metres of the edge of the trench or half of the trench width
whichever is more. Cutting shall be done from top to bottom. Under no
circumstances undermining or undercutting shall be done

Demolition
(i) Before any demolition work is commenced and also during the progress of the
work.
(a) All road and open areas adjacent to the work site shall either be closed or
suitably protected
(b) No electric cable or apparatus which is liable to be a source of danger shall
remain electrically charged.
(c) All practical shall be taken to prevent danger to persons employed from risk
of fire or explosion or flooding. No floor, roof or other part of the building shall be
so over-loaded with debris or materials as to render it unsafe.

(ii) All necessary personal safety equipment as considered adequate by the
Engineer-in-charge, should be kept available for the use of the persons employed
on the site and maintained in condition suitable for immediate use, and the
Contractor shall take adequate steps to ensure proper use of equipment by those
concerned.
(a) Workers employed on mixing asphaltic materials, cement and lime mortars
shall be provided with protective footwear and protective gloves.

(b) Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.

(c) Those engaged in welding and cutting works shall be provided with protective face and eye shields, hand gloves etc.

(d) Stone breakers shall be provided with protective goggles and protective clothing, and seated sufficiently safe intervals.

(e) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to gate in to the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or board to prevent accident to the public.

(f) The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken,

1) No paint containing lead or lead product shall be used except in the form of paste or ready-made paint.

2) Suitable face masks should be supplied for use by the workers when paints are applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

3) Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash them during and on cessation of.

(iii) When the work is done near any place where there is a risk of drowning, all necessary safety equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

(iv) Use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to the following standards or conditions:-

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(a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good working order.

(b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.

c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 12 years should be in charge of any hoisting machine including any scaffolding, which or give signals to the operator.

(d) In case of every hoisting machine and of every chain ring hook, shackle, swivel, and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load of the conditions under which it is applicable which shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

(e) In case of departmental machine, the safe working load shall be notified by the Engineer-in-charge. As regards Contractor’s machines, the Contractor shall notify the safe working load of the machine to the Engineer-in-charge whenever he brings any machinery to site of work and get it verified by the Engineers concerned.

(v) Motors, gearing transmission, electric wiring and other dangerous part of hoisting appliances should be provided with such means as to reduce to the minimum the accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part or any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

(vi) All Scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be
provided at or near places of work.

(vii) These safety provisions should be brought to the notice of all concerned by
the displaying on a notice board at a prominent place at the work-spot. The person
responsible for compliance of the safety code shall be named therein by the
Contractor.

(viii) To ensure effective enforcement of the rules and regulations relating to safety
precautions, the arrangements made by the Contractor shall be open to inspection
by the Welfare Officer, Engineer-in-Charge or safety Engineer of the
administration or their representatives.

(ix) Notwithstanding the above clauses there is nothing in these to exempt the
contractor from the operations of any other Act or rules in force in the Republic of
India.

The works throughout including any temporary works shall be carried out in such
a manner as not to interfere in any way whatsoever with the traffic on any roads or
footpaths at the site or in the vicinity thereto or any exiting works whether the
property of the Administration or of a third party.

In addition to the above, the Contractor shall abide by the safety code provision
as per C.P.W.D. Safety Code and Indian standard Safety Code framed from time
to time.

8.0 The clause no. 10.0 of GCC shall stand amended as below:
An amount @5% (Five percent) of the gross value of the running bill shall be
deducted from each running bill by way of retention money. In case the EMD has
been deposited by the petty contractor in the form of demand draft, the said
amount of EMD shall be adjusted first towards the retention money and further
recovery of retention money shall commence when the up to date amount of
retention money exceeds the amount of EMD deposited in the form of demand
draft. The retention money shall become refundable to the petty contractor at the
end of the defects liability period free of any interest provided always that the petty
contractor has rectified all the defects arising during the defect liability period
pertaining to his scope of work, EPI did not have to incur any expenditure in
setting right the defects, if any, pertaining to the petty contractor’s scope of work,
the petty contractor has demolished and removed all structures including foundations and withdrawn fully from the worksite and EPI has received the clearance certificate from the concerned Labour Enforcement Officer/RLC pertaining to the labour etc deployed by him at the worksite or there is nothing on record against him in the local market affecting functions of EPI. In case EPI has been required to make any expenditure on any of these accounts EPI will keep the retention money till the time all these matters are settled in full including recovery of the expenses, if any, made by EPI from the retention money. Further the petty contractor has to furnish a ‘No Claim’ certificate to EPI in confirmation of his having no claim on getting refunded the retention money to EPI at the time of claiming refund of retention money.

9.0 The following shall stand added to clause no. 11.0 of GCC:
Following materials of ‘approved make’ shall be provided by EPI on ‘cost recoverable’ basis to the petty contractor:
- reinforcement steel
- cement
- structural steel

However, the petty contractor shall at all times remain bound to give his requirement of above materials to EPI well in advance (not less than 30 days before the date he intends to bring them into use with a tentative schedule of consumption of the materials) to enable to arrange these materials. The petty contractor may associate him or a person duly authorised by him on his behalf with EPI in procurement of the materials. The petty contractor shall also remain bound to construct and maintain proper storage arrangement for safe and proper custody of these materials including their unloading and local handling, keeping watch and ward and proper inventory of such materials. The petty contractor shall also carry out one or more coats of cement wash on the reinforcement steel as decided by the EIC at his cost.
The coarse and fine aggregates shall confirm to the grading as attached.
The petty contractor shall make the required arrangements for safe the material to be issued by EPI as well as those brought by him at site at his cost and remain bound to follow the CPWD specifications for storage of reinforcement steel and cement at site.

He shall at all times allow free access to EPI personnel for physical verification of the materials. The petty contractor shall have to furnish an indemnity bond on hundred rupees non-judicial stamp paper, as per approved proforma of EPI and duly notarised, for the total value of the materials in his custody failing which no payment shall be released to him. In case the petty contractor is a proprietary concern, such indemnity bond will be signed by the petty contractor himself. In case of a partnership firm the person holding the power of attorney issued by any of the partners authorised to do so and in case of a company the person holding the power of attorney issued by the competent authority of the said company shall furnish the indemnity bond duly signed by him. In all the cases the power of attorney shall be duly notarised.

The basis of cost to be recovered from the payments due to the petty contractor on account of providing the materials stated above to him shall be the landed cost of materials at the work site. The amount of recovery shall be proportionate to the consumption of materials including all wastages as per CPWD norms. In case of quantity consumed beyond the theoretical consumption the rate of recovery shall be at double the landed cost towards providing the materials by EPI. The petty contractor shall have no claim, whatsoever, in case there is delay in supply of the materials by EPI and it shall be the responsibility of the petty contractor to give his requirement of the materials to EPI well in advance. For this the petty contractor shall make close co-ordination with EPI officials till material is received at site. Consumption of materials shall be calculated as per the provision of agreement/CPWD norms/relevant specifications and the petty contractor shall be responsible for any additional or less consumption of materials. In case material is consumed less than that calculated as per the agreement/CPWD norms/relevant specification the petty 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. EPI shall neither entertain any claim of the petty contractor nor bear any expenses on account of lapse of the petty contractor.

In case the petty contractor fails to identify the work where material has been consumed less than that specified in the agreement/CPWD norms/relevant specification EPI shall have the liberty to take decision to identify the portion of work / whole work and it shall be the binding on the petty contractor to dismantle and redo the work as identified by EPI. Should the petty contractor fail to take action in this regard EPI shall be at liberty to take the actions to dismantle such work and redo the same at the risk and cost of the petty contractor.

Water: The contractor shall arrange water fit for the purpose of drinking and construction at their own cost. (Boring is permitted at site)

Power: Owner will supply power at a point near the work site as decided by the institute, from where the contractor will make his/their own arrangement for distribution. All the works of the contractor shall be done as per Indian Electricity Act and Rules framed there under and approved by the Engineer-in-Charge. The temporary lines will be removed forthwith after the completion of the work or if there is any hindrance caused to the other work due to the alignment of these lines, the contractor will re-route or remove the temporary lines at his own cost. The contractor at his own cost will also provide suitable electric meters, fuses, switches etc. These shall be in the custody and control of the Owner. The cost of power supply shall be payable to the Owner every month at the prevailing rates from time to time or will be deducted from the running account bills.

Owner, however, does not guarantee uninterrupted power supply and this does not relieve the contractor of his responsibility for the timely completion of various works as stipulated, nor any compensation shall be paid to the contractor for any failure or short supplies of Power. The contractor shall therefore make their own arrangement for standby power supply at his own cost.
10.0 Work in monsoon and dewatering
The completion of the work may entail working in monsoon also. The Contractor must maintain minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered such work in monsoon. During monsoon and other period, it shall be the responsibility of the Contractor to keep the construction work site free from water at his own cost.

11.0 Work on Sundays and holidays
For carrying our work on Sundays and holidays, the Contractor will approach the Engineer-in-Charge or his representative at least two days in advance and obtain permission in writing.

12.0 General conditions for construction and erection mark
The working time at the time of work is 48 hours per week. Over timework is permitted in cases of need and the Owner will not compensate the same. Shift working at 2 or 3 shifts per day will become necessary and the petty Contractor should take this aspect in to consideration for formulating his rates for quotation. No extra claims will be entertained by the EPI on this account.

The petty Contractor must arrange for the placement of workers in such a way that delayed completion of the work or any part thereof for any reason whatsoever will not effect their proper employment.EPI will not entertain any claim for idle time payment whatsoever

13.0 Setting out works
The Engineer-in-Charge shall furnish the Contractor with only the four corners of the work site and a level bench mark and the Contractor shall set out the works and shall provide and efficient staff for the purpose and shall be solely responsible
for the accuracy of such setting out.

The Contractor shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The Contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and centre line marks, either existing or supplied and fixed by the Contractor. The work shall be set out to the satisfaction of the Owner. The approval thereof or joining with the Contractor by the Owner in setting out the work, shall not relieve the Contractor or any of his responsibilities.

Before beginning the works, the Contractor shall at his own cost, provide all necessary reference and level posts, pegs, bamboo, flags, ranging rods, strings and other materials for proper layout of the work in accordance with the scheme for bearing marks acceptable to the Owner. The Centre, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct marks at the centre to enable a theodolite to be set over it. No work shall be started until all these points are checked and approved by the Engineer-in-Charge in writing but such approval shall not relieve the Contractor of any of his responsibility. The Contractor shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.

Pillars bearing geodetic marks located at the sites of units of works under construction should be protected and fenced by the Contractor.

On completion of works, the Contractor must submit the geodetic documents according to which the work was carried out.

14.0 **Responsibility for level and alignment**

The Contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall rectify effectually any errors or imperfections therein. Such rectifications shall be
carried out by the Contractor, at his own cost, when instructions are issued to that effect by the Engineer-in-Charge.

It is highly possible that there shall be more than one agency working at the same time at the site. The petty contractor shall at all times remain bound to co-ordinate with the agencies, deployed by EPI for the above works, including providing free access and making required provisions for them in execution of works pertaining to their portion of works. He shall also remain bound to ensure uninterrupted progress of work by these agencies in a peaceful and smooth manner. He shall also remain bound to make the required changes/additions/alterations in the works done by him to accommodate the items under the scope of work of such other agencies deployed by EPI or the client. The petty contractor is deemed to have made the estimated allowances in this respect while quoting his rates at the tendering stage.

Even though EPI has taken all care to attach all the drawings as issued by the client it shall be the responsibility of the petty contractor to interpret the drawings for completion of the works under this tender. EPI shall not give any design or bill of quantities except what are being provided with the tender documents.

The list of minimum tools, plant and machinery to be provided by the petty contractor within the period mentioned against the respective item is given at Annexure-A.

15.0 The following shall stand added to the clause no 13 and 14 of GCC:

The amount paid by EPI or recoveries effected from EPI’s bills on account of taxes and duties including labour cess and royalty by client proportionate to the petty contractor’s portion of works shall be recovered from the amount due to him by way of reduction in payable amount and in such cases no certificate in this regard shall be issued by EPI.

Any increase in the rate of any existing taxes/duties/levies/royalties after the due date of submission of tender including any extension thereof etc shall be
reimbursed against submission of documentary evidence. Similarly in case of any decrease, the rates/amount will be reduced accordingly. Also, any fresh imposition of taxes, duties, levies etc after the date of submission of tender in including any extension thereof shall be reimbursed against documentary evidence. Further service tax is not included in the rates and it will be reimbursed against submission of documentary evidence. All the above reimbursements shall be admitted to the extent these are admitted by the tender.

16.0 The clause nos. 17.0, 18.0 & 19.0 of GCC of EPI shall stand amended as under:

Insurance charges for insurances to be taken by EPI for the project like Contractor's All Risk Policy, Erection All Risk Policy including transit and third party liability shall be borne by the petty contractor in proportion to his contract price. However, the petty contractor shall take insurance cover at its own cost towards Workman Compensation Act for its own workers and employees engaged by it for the works under the present tender/sub-contract within 10 days of issuance of Letter of Intent by EPI and shall furnish documentary proof of the same to EPI. In case the petty contractor fails to do so, EPI shall be at liberty to withhold all payments to the petty contractor till the submission of such documentary evidence or take the required insurance policy under the Workman Compensation Act and recover the cost of the insurance premium(s) paid in this respect by EPI to the insurance company from the petty contractor’s bill(s). Notwithstanding payment of such insurance premiums and the resulting recovery thereto the petty contractor shall remain bound to assist EPI in follow up with the insurance company in case of any claim related to the petty contractor’s scope of work. EPI is not liable to pay any claim of the petty contractor if it is not paid by insurance company due to any reasons whatsoever. The insurance company providing such insurance cover must be approved by IRDA.

Employee State Insurance Act
The Contractor agrees to and does hereby accept full and exclusive liability for compliance with all obligations imposed by the Employees State Insurance Act,
1984, and the Contractor further agrees to defend, indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted, violation by Contractor or sub-Contractor of the Employees State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the Owner arising under, growing out of or by reasons of the work provided for by this contract whether brought by employees of the Contractor, by third parties or by Central or State Government authority or any political sub-division thereof.

The Contractor agrees to fill in with the Employee’s State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the Contractors or sub-Contractors employees, whose aggregate remuneration is Rs. 15000.00 per month or such amount as prescribed under the Employees State Insurance Act, 1948 from time to time and who are employed in the work provided for or those covered by ESI from time to time under the Agreement. The Contractor shall deduct and secure the agreement of the sub-Contractor to deduct the employee’s contribution as per the first schedule of the Employee’s State Insurance Act form wages and affix the Employee’s contribution Cards at wages payment intervals. The Contractor shall remit and secure the agreement of the sub-Contractor to remit to the State Bank of India, Employee’s State Insurance Corporation. Account, the Employees contribution as required by the Act. the Contractor agrees to maintain all cards and records as required under the Act in respect of employees and payments and the Contractor shall secure the agreement of the sub-Contractor to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the Contractor's or sub-Contractor's account.

The Owner shall retain such sum as may be necessary from the total contract value until the Contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.

17.0 The following shall stand added to the clause no 20 of GCC:
The sub-contractor shall keep EPI indemnified against all claims, damages, compensation and expenses payable, if any, in consequence of any accident, or injury sustained by any workman or any other person employed by the petty contractor.

18.0 The following shall stand added to Clause no 21.0 and 23.0 including their sub-clauses of the GCC:
Notwithstanding the fact that EPI may have obtained or may be in the process of obtaining a valid license under the Contract labour (Regulation and Abolition) Act 1970 and Contract Labour Act (R & A) Central Rules 1971 and amended from time to time and registration under Building and other Construction Works (Regulation of Employment and Conditions of Service) Act 1996 and Building and Other Construction Workers’ Welfare Cess Act 1996 from the relevant office of the RLC and continues to have them until the completion of work including the maintenance and defect liability period, the petty contractor shall at all times remain bound to comply with and observe the provisions of the all laws and regulations pertaining to the deployment of contract labour. He shall also extend all assistance to EPI during inspection of the officials of such law enforcing agencies including the rectification of defects/observations (if any) made/pointed out during the visit(s) of the officials of the said ALC/RLC under jurisdiction of whom the work site shall be covered.

19.0 The following shall stand added to the clause no 27.0 including its sub-clauses of GCC of EPI
The petty contractor, within 10 days of issuance of LOI (Letter of Intent) to him shall depute at least one graduate civil engineer with 10 years of post-qualification experience or two persons having diploma in civil engineering with 5 years of post-qualification experience.

20.0 The clause no 28.3 of the GCC stands modified as under:
The petty contractor shall bear the cost of construction or maintenance of the facilities as mentioned under this clause proportionate to his value of the

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works/sub-contract awarded to him provided, however, that the cost of construction of the office shall not exceed Rs. 40,000/- (Rupees Forty Thousand only) and amount not exceeding Rs. 3,000/- per month till completion of work for maintenance of facilities i.e stationary, letter head, visiting card, one post pad mobile connection, internet connection. Further the petty contractor has to bear the proportionate cost of the Project sign board (type and format given at Annexure-III).

21.0 The following shall stand added to the clause no 31.0 of the GCC:
The petty contractor shall take a suitable policy in compliance with the Workmen’s Compensation Act 1923 within 10 days of issuance of LOI and keep it valid till completion of works or till the time he is required to keep his workmen at the worksite whichever is later and produce a copy of the receipts of the premium paid by him in this regards as and when asked by EPI.

22.0 No secured advance shall be paid to the sub-contractor and hence clause no. 35.0 of GCC shall stand deleted.

23.0 The following shall be added to the clause no 36.0 of the GCC:
The measurement of the works as certified/recorded by the client for the portion of works executed by the petty contractor shall be final and binding on the petty contractor. The contractor shall remain liable to provide all assistance at the time of recording the measurements by the client.

24.0 Payment’s: The clause no 37.0 of the GCC stands modified as under:
Payments as and when received by EPI from the Client for the petty contractor’s portion of work shall be released to him within seven working days of its receipt by EPI and after making the recoveries towards facilities mentioned at clause 16.0 hereinabove and other recoveries.

The final bill payment to the petty contractor shall be released only after receipt of corresponding payment from client and when the petty contractor submits EPF
clearance certificate, ESIC, all other clearances, approvals, certificates etc. as per agreement of EPI with the client for the “Works” and as per statutory requirement.

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

25.0 The clause no. 43.2 shall stand amended as below:
The petty contractor shall execute the works so as to complete the works within the stipulated completion time and submit a programme showing deployment of resources for completion of the works within the said completion time including achievement of the milestones as mentioned below:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of Milestone</th>
<th>Time allowed in days/months (from date of start)</th>
<th>Amount to be withheld in case of non-achievement of milestone</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>25% value of works</td>
<td>30% of completion time</td>
<td>In the event of not achieving the necessary progress Rs1.0 lakh will be withheld by EPI</td>
</tr>
<tr>
<td>b)</td>
<td>50% value of works</td>
<td>60% of completion time</td>
<td>-do-</td>
</tr>
<tr>
<td>c)</td>
<td>75% value of works</td>
<td>75% of completion time</td>
<td>-do-</td>
</tr>
</tbody>
</table>

In case entire work is completed within the completion time (i.e. time for completion of work) including any allowed extension thereto, the recoveries made, if any, for not achieving the aforesaid progress milestones at intermediate stages shall be refunded to the contractor free of any interest.

26.0 The clause no 45.0 of the GCC stands modified as under:
The petty contractor shall, at his own expense, provide all materials except the items mentioned at sl. no. 9.0 hereinabove as required for completion of the works under the sub-contract. The petty contractor shall at his own expense and without delay supply to EPI/client samples of all materials including the materials being provided by EPI to him to be used on the works and shall get the same approved by EPI. All such materials shall be in conformity with the specifications laid down or referred to in the sub-contract. In case the petty contractor fails to submit the samples in time, EPI shall be at liberty to finalise the type and source of the materials and that shall be binding on the petty contractor at no extra cost to EPI. The petty contractor shall at all time remain bound to provide the samples in quantity and manner as instructed by EPI to be analysed or tested in an IIT laboratory or in the field laboratory at site. The cost of testing charges is included in the prices of the petty contractor. EPI shall, however, be at liberty to get the materials tested independent of the petty contractor and the petty contractor shall remain bound to render all assistance to EPI in conductance of such tests including making available the materials in sufficient quantity and in time and payment of the testing charges. EPI/client shall at all times have full access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery. The petty contractor shall afford every facility and assistance and cost in obtaining the right and visit to such access.

EPI shall have full powers to require the removal from the premises of all materials which in their opinion are not in accordance with the specifications and in case of default, EPI shall be at liberty to employ at the expense of the petty contractor, other persons to remove such materials without being answerable or accountable for any loss or damage that may happen or arise to such materials. EPI shall also have full powers to require other proper materials to be substituted thereof and in case of default by the petty contractor, may cause the same to be supplied and all costs which may require such removal and substitution shall be to the petty contractor's account.
27.0 The following shall be added to clause no 52.6 of GCC:
The field testing laboratory to be established by the petty contractor at his cost shall be equipped with the minimum number of testing equipment as per annexure-B

28.0 The following provisions shall supercede that of clause no 69 of GCC wherever applicable:
No claim on account of extra / substituted / variation of items etc. pertaining to the petty contractor’s portion of work save and except what is admitted and paid by Client, shall be entertained or admitted by EPI. Any claim by the petty contractor, if not paid by the Client, whatsoever be the reason shall not be admitted by EPI. The amount, if at all admitted and paid by the Client for the petty contractor’s portion of work, shall be paid to him after making a provision of 10% (ten percent) towards EPI’s overhead and administrative charges. The provision of this clause shall equally apply to the decrease in the rate of item by the owner. EPI’s decision in this respect shall be final and binding on the petty contractor. But under no circumstances petty contractor shall suspend the work on the non settlement of rates under this clause.

Further the quantity given in the Price Bid/ Bill of Quantity can vary up to ± 20% of the contract price without any change in the rates.

29.0 In case the project execution is delayed beyond the contractual scheduled completion period due to reason attributable to the petty contractor, the staff and site office expenses of EPI for extended period shall be paid by him to EPI at the rate of Rs. 10,000/- per month. This shall be in addition to the facilities provided by the petty contractor to EPI and the other recoveries, if applicable as per clause no 72 (including its sub clauses) of GCC and Penalties etc. if any, levied by Client for the works pertaining to the petty contractor’s scope of work. The decision of EPI in this regard shall be final & binding on the party.
30.0 The petty 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 petty contractor shall be responsible for reconciliation of issued material with Client/EPI, if any, and the petty contractor shall make arrangements for safe up keeping / custody of the material and final reconciliation is also to be done by the petty contractor. In case there is any shortfall of any issued items during reconciliation, recovery at double the cost of materials prevailing at that time of recovery shall be made from the petty contractor’s due payment.

31.0 The petty 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. The petty 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”.

32.0 Issues related to interpretation and claims, if any, related to the petty contractor’s scope of work, arising out of contract between EPI and Client shall be referred with full justification by the petty contractor to EPI for settlement with Client including arbitration with Client, if inescapable, and outcome of such a settlement shall be binding on the petty contractor. EPI at its option may associate the petty contractor in the above process of settlement for his portion of work. The cost & expenses on arbitration with Client shall be shared by EPI and the petty contractor in proportion of his offer and EPI’s mark up towards its overheads & profits. In case the award/settlement with the Client is in favour of EPI, ninety percent of the award/settlement amount shall be shared between EPI and petty contractor in proportion of petty contractor’s contract price with EPI and EPI’s mark up towards its overheads & profits. The balance ten percent of the award/settlement amount shall be retained by EPI towards its administrative charges. In case the award/settlement is against EPI, the entire damages/counterclaims imposed, if
any, shall be borne by the petty contractor alone and the petty contractor shall have no claim whatsoever against, EPI in such a settlement. Further, EPI shall have no liability towards any claim of the petty contractor, which is not paid by the Client.

33.0 In case of non-approval of petty contractor’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 petty contractor shall have no claim on EPI.

34.0 The work executed by the petty contractor shall be subject to audit and quality control checks from Quality Control Division & Technical Audit of EPI, Client, and 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 petty contractor without any cost to EPI. In case the petty contractor 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 the petty contractor and shall recover the amount from the dues of the petty contractor.

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

36.0 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 petty contractor. The decision of EPI in this regard including interpretation of terms & conditions shall be final & binding on the petty contractor.
### ANNEXURE-A

#### LIST OF MINIMUM TOOLS, PLANT AND MACHINERY

<table>
<thead>
<tr>
<th>SL. No.</th>
<th>Description</th>
<th>Minimum numbers required</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Digital theodolite/Total station</td>
<td>One no</td>
<td>As an when instructed</td>
</tr>
<tr>
<td>2.</td>
<td>Levelling Instruments/ Auto level</td>
<td>One no</td>
<td>10 days</td>
</tr>
<tr>
<td>3.</td>
<td>50 KVA (Minimum)</td>
<td>One no</td>
<td>10 days</td>
</tr>
<tr>
<td>4.</td>
<td>Concrete drilling machine</td>
<td>One no</td>
<td>45 days</td>
</tr>
<tr>
<td>5.</td>
<td>5 HP Diesel pump</td>
<td>Four no</td>
<td>30 days</td>
</tr>
<tr>
<td>6.</td>
<td>Automatic concrete batching plant (stationary or mobile) of minimum capacity 8 cum per hour)</td>
<td>One no</td>
<td>30 days</td>
</tr>
<tr>
<td>7.</td>
<td>Excavators (JCB/Poclaire)</td>
<td>One no</td>
<td>As an when instructed</td>
</tr>
<tr>
<td>8.</td>
<td>Welding machines</td>
<td>Five nos.</td>
<td>45 days</td>
</tr>
<tr>
<td>9.</td>
<td>Diesel concrete mixer with hopper (Full bag capacity)</td>
<td>Two nos.</td>
<td>15 days</td>
</tr>
<tr>
<td>10.</td>
<td>2 HP Electric pump</td>
<td>One no</td>
<td>-do-</td>
</tr>
<tr>
<td>11.</td>
<td>Utility vehicle</td>
<td>One no</td>
<td>-do-</td>
</tr>
<tr>
<td>12.</td>
<td>Truck mounted water tanks</td>
<td>One no</td>
<td>-do-</td>
</tr>
<tr>
<td>13.</td>
<td>Rod cutting machine</td>
<td>Three nos.</td>
<td>7 days</td>
</tr>
<tr>
<td>14.</td>
<td>Piling rig with tripod, tremie hopper with stopper and mud pump of adequate capacity</td>
<td>6 nos.</td>
<td>10 days</td>
</tr>
</tbody>
</table>

**Note:**
(a) The period mentioned above shall be reckoned from the date of start of commencement of work as mentioned under this tender.
(b) The quantities and list of equipments indicated are tentative and can be increased/ amended 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 the required equipment to complete all the works within stipulated specifications & time period as contract documents.

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

(Signature and seal of the Tenderer)
LIST OF MINIMUM TESTING EQUIPMENT

<table>
<thead>
<tr>
<th>SL. No.</th>
<th>Description</th>
<th>Minimum numbers required</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Compressive Testing machine</td>
<td>One no</td>
<td>10 days</td>
</tr>
<tr>
<td>2</td>
<td>Electrically operated Digital Weighing Machine (0-5 kg)</td>
<td>One no</td>
<td>10 days</td>
</tr>
<tr>
<td>3</td>
<td>Slump test apparatus</td>
<td>One no</td>
<td>20 days</td>
</tr>
<tr>
<td>4</td>
<td>Set of sieves for grading of coarse aggregates</td>
<td>One set</td>
<td>10 days</td>
</tr>
<tr>
<td>5</td>
<td>Set of sieves for grading fine aggregates</td>
<td>One set</td>
<td>15 days</td>
</tr>
<tr>
<td>6</td>
<td>Cement consistency apparatus</td>
<td>One no</td>
<td>20 days</td>
</tr>
<tr>
<td>7</td>
<td>Electrically operated oven (300 deg Centigrade)</td>
<td>One no</td>
<td>10 days</td>
</tr>
<tr>
<td>8</td>
<td>Trays for sampling</td>
<td>One set</td>
<td>7 days</td>
</tr>
<tr>
<td>9</td>
<td>Apparatus for testing of cement</td>
<td>One set</td>
<td>30 days</td>
</tr>
<tr>
<td>10</td>
<td>150X150X150 CI Cube Moulds</td>
<td>18 nos</td>
<td>10 days</td>
</tr>
<tr>
<td>11</td>
<td>Vicat Apparatus with needles, Test Tubes, breakers, thick glass plates etc</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Measuring Cylinders, 1000ml, 500 ml</td>
<td>01</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Wash Bottles, Capacity 500 ml</td>
<td>02</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Sink</td>
<td>01</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Litre: Measures:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 Lit</td>
<td>02</td>
<td></td>
</tr>
<tr>
<td></td>
<td>04 Lit</td>
<td>01</td>
<td></td>
</tr>
<tr>
<td></td>
<td>0.5 Lit</td>
<td>01</td>
<td></td>
</tr>
</tbody>
</table>

Note:

a) The period mentioned above shall be reckoned from the date of start of commencement of work as mentioned under this tender.
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 the required equipment to complete all the works within stipulated specifications & time period as contract documents.

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

(Signature and seal of the Tenderer)