ADDITIONAL CONDITIONS OF CONTRACT (ACC)

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.

1.0 INTRODUCTION

Bihar Police Building Construction Corporation has decided to **Construct Bihar Police Academy at Rajgir, Nalanda**

2.0 Description of the Project and scope of work:

The project site is located at Rajgir and the scope of works include **Providing and laying waterproofing treatment for Construction of Bihar Police Academy Project, Rajgir**

**Scope of Work:**

The brief scope of work included in this tender shall include (but not limited to) Providing and laying waterproofing treatment for Construction of Bihar Police Academy Project, Rajgir as per Price Format (enclosed) for construction of Bihar Police Academy Project at Rajgir, Nalanda.

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 to be carried out on Percentage rate basis as per bill of quantities and tender conditions.

3.0 ORDER OF PRECEDENCE OF DOCUMENTS

i. Particular specification and special condition and clients GCC & SCC
ii. Drawings
iii. Indian standard specifications of BIS codes
iv. EPI’s GCC & ACC.

This supersedes the EPI’s GCC Clause No.42.1 only.

4.0 QUALIFICATION OF TENDERERS

Qualification of tenderer will be as per NIT.
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 PARTY, inordinate delay in completion, consistent history of litigation / arbitration awarded against the PARTY or any of its constituents or financial failures due to bankruptcy etc. in their ongoing / 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 PARTY in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Tenderers.

6.0 SET OF TENDER DOCUMENTS- Clause no. 6.0 of EPI’s GCC shall be modified as under:-

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. The following documents will complete a set of Tender Documents

A) Volume-I:

   i) Notice Inviting Tender,
   ii) Addendum to ITT
   iii) ITT & EPI’s General Conditions of Contract (soft copy)

B) Volume-II:

   i) Additional Conditions of Contract (ACC)
   ii) Technical Specification
   iii) Memorandum

C) Volume-III:

   i) Price Bid and Bill of Quantities
7.0 Prior approval shall be obtained from the Engineer-In-Charge of EPI/BPBCC for all drawings & designs, specifications, finishes and all materials to be used for the works. All materials to be used for this work shall conform to relevant Bihar PWD specification/IS code or CPWD Specifications applicable in the contract. All brought out material shall be of BIS approved manufacturer. Engineer-In-Charge of EPI/BPBCC shall be entitled to get any material, procured for the works, tested in any laboratory other than site testing laboratory and the cost for such testing including the cost of delivery of the material to the laboratory are to be borne by the Tenderer.

8.0 **RETENTION MONEY** - Clause no. 10.0 of EPI’s GCC shall be modified as under:-

The retention money shall be deducted from each running bill of the PARTY at 10% (Ten percent only) of the gross value of the Running Account. The Earnest Money Deposited by the tenderer in the form of Demand Draft will be treated as part of the Retention Money. The Retention Money shall be refunded to the Contactor after expiry of defects liability period.

9.0 **SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:-**

Included in S.no. (8) above.

10.0 **TAXES AND DUTIES** – Sub-clause no. 13.1 of Clause 13.0 of GCC shall be modified as under. Sub-clauses no. 13.2, 13.3, 13.4 & 13.5 of clause no.13.0 stand good.

“The PARTY 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, service 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. The imposition of any new and / or increase in the aforesaid taxes, duties, levies (including fresh imposition of work contract tax, turnover tax, sales tax on work contract, VAT or any other similar tax) etc. during the currency of the contract shall be borne by PARTY and shall not be paid or reimbursed to the PARTY by EPI. 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, service tax or any other similar tax in the state concerned, customs, excise or any other levy / tax including labour dues etc. by PARTY, EPI reserves the right to with-hold the dues / payments of PARTY and make payment to Local / State / Central Government authorities or to labourers as may be applicable. The PARTY 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”.

Signature of PARTY
11.0 **EXTRA OR DEVIATION ITEMS**

To be derived from PWD (BIHAR) current schedule of rates or DSR or MES or item rate analysis. If not possible, to be derived as per market analysis. After the rates approved by client, 90% of the approved rate shall be paid and balance 10% shall be deducted by EPI towards it’s Over Head & Profit.

12.0 **COMPLETION AND TAKING OVER**

As soon as the project is finally completed, the PARTY shall inform EPI and EPI shall in turn inform to BPBCC. BPBCC shall nominate a Board of Officers for checking/verification of completed work as per the scope of work for final taking over the project.

13.0 A final certificate of rectification of all defects pointed out by the handing over taking over board detailed by BPBCC /EPI and / or during defect liability period shall be obtained from the nominated officer of BPBCC /EPI prior to releasing of the Security deposit by EPI.

14.0 **Clause No. 72.4.1 of GCC stands modified as under**

Within 10 (Ten) days of date of Letter of Intent, the PARTY 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 PARTY 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 PARTY on the prescribed format & the intervals (not later than a month) as decided by the Engineer-in-Charge of EPI/BPBCC. The compensation for delay as per clause 72.1 of EPI’s GCC (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.

15.0 **COMPLETION SCHEDULE**

Work shall be completed in 2 months from the date of LOI.
16.0  **PLANT & MACHINERY**

All plant & machinery required for execution of work shall have to be arranged by the party at his own cost.

17.0  The final bill will be submitted by the PARTY within 90 days from the date of acceptance of completion of work accompanied by the following documents, if applicable:

   a) Completion certificate issued by the Engineer-in-Charge specifying the handing over of the work including list of inventories (fittings & fixtures).
   b) Computerized stage wise payment schedule.
   c) No claim certificate by the contactor.
   d) No claim certificate from the sub-agencies / venders engaged by the PARTY.
   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, if applicable
   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 PARTY.
   j) Manufacture’s guarantee of various machines / equipment installed as part of works.

18.0  **FACILITIES**

Not Applicable

19.0  **SITE REQUIREMENTS**

The party shall bear all expenses for installing, running and maintenance of their office/store etc.

20.0  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 rate on the estimated value of the work.

21.0  **ENVIRONMENTAL CONSIDERATIONS**

The PARTY shall be concerned with the impact of his work upon the Environment. This applies to the effect upon the residential community, adjacent industrial facilities and upon the area outside the site boundary. Areas of concern will include but are not limited to:

   a) Use of clean fuels to minimize air polluting emissions.
b) Control of other air pollutants.
c) Recovery and recycling of usable materials.
d) Control of vehicle noise
e) Control of noise from power facilities.
f) Limitation of vibrations.
g) Preservation of natural land to the extent possible.
h) Preservation of archaeological features.

22.0 Custody of Drawings

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

One copy of the Drawings, furnished to the PARTY 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 of EPI and his Representatives and by any other person authorized by the Engineer-in-Charge of EPI.

23.0 Disruption of Progress

The PARTY shall give written notice to the Engineer-in-Charge of EPI on progress of the works likely to be delayed or disrupted unless any further approval of drawing or order, including a direction, instruction or approval, is issued by the Engineer-in-Charge of EPI within a reasonable time. The notice shall include details of the drawing or order required and of why and by whom it is required and of any delay or disruption likely to be suffered if it is late.

24.0 Delays and Cost of Delay for Drawings

If, by reason of any failure or inability of the Engineer-in-Charge of EPI to issue within a time reasonable in all the circumstances any approval of drawing or order requested by the PARTY in accordance with relevant clause of ACC of this section, the work remains suspended or delayed then the PARTY shall be granted necessary extension of time only. But he shall have no claim to extra payment or compensation whatsoever on the grounds of above delay.

25.0 Delay in Getting Site of Work

If at any time after the issue of work order, the work, and/or any part thereof cannot be started or shall remain suspended due to public opposition, non-availability of site, delay in shifting public utilities or for any other reason whatsoever within the period of completion of work, the PARTY shall be granted necessary extension of time. But he shall have no claim to extra payment or compensation whatsoever on the grounds of above delay.
If, however, the above hindrances are not removed within the schedule time and the PARTY is not agreeable to execute further works in the extended time, the Contract may be terminated and the PARTY shall have no claim to any payment on account of idle labour, establishment etc. or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the aforesaid work in full or in part. The above is in addition to EPI’s GCC Clause No. 2.2

26.0 Survey : Layout and Access

The PARTY 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. Discrepancies noticed between Departmental drawing and the joint survey shall be informed in writing to the Engineer-in-Charge of EPI/Client and got corrected by the Engineer-in-Charge of EPI/Client. Such deviations as may arise out of the joint survey shall not vitiate the provisions of contracts and shall not entitle the PARTY to any extra payment of claim in any way.

The PARTY shall provide for all arrangements labour, equipment 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 PARTY shall also provide proper approach and access to all the works and stores including clearance of sites at his own cost. The above is in addition to EPI’s GCC Clause No. 62.0

27.0 Arrangement of Land

If on account of restriction of space within the project site, the PARTY experiences difficulties (on installation of plant and machinery and also) in stacking construction materials within the project site, he may have to arrange for lands (Road side flank, private land etc.) adjacent to the project site on his own and at his cost. The PARTY will not be entitled to any payment or any other incidental charges caused due to such arrangement.

28.0 Fire Fighting Arrangement

The PARTY shall provide at his own cost suitable arrangement for firefighting. For this purpose he shall provide requisite number of Fire Extinguishers and adequate number of buckets, some of which are to be always filled with sand and some with water. These equipment shall be provided at suitable prominent and easily accessible places and shall be properly maintained.
29.0 Reduced Rates and Part Rates

29.1 Reduced rates as decided by the EPI shall be allowed for the works, which in the opinion of the EPI are not done in strict conformity with specification and schedule of works but are acceptable. The relevant item rates in such cases shall be reduced and approved by the Tender Accepting Authority, on the basis of analysis, which shall be binding to the PARTY.

Works which are not in conformity with the specification and not acceptable in the opinion of Engineer-in-Charge will not be paid for and the cost of rectification or dismantling of such unacceptable work will have to be fully and solely borne by the PARTY.

29.2 Part payments for items, which are not fully complete as per specification of the contract, may be made by EPI/BPBCC in cases when it is ensured that the items can be completed as per specification, in following days, by the PARTY, when so allowed by the Engineer-in-Charge. Application of this provision shall be very restricted and can only be exercised under specific case wise approval of the Engineer-in-Charge strictly.

30.0 Supplementary and Substituted works:

(a) BPBCC/EPI may require the PARTY to do some additional work, newly or in substitution of items in the schedule of work, in the interest of the work under the contract. In such cases ‘Supplementary’ and / or ‘Substituted’ items may result. The specification and other details shall be governed and directed by the Tender Accepting Authority. The rate of such items shall be finalized and approved by competent authority of BPBCC/EPI. The claim sheets, serially in triplicate, shall have to be furnished by the PARTY, duly checked and forwarded, with item wise comments of approval by EPI. The claim sheet forms a part of the original contract and shall have all the relevant bearings of the contract. The limitations of such claims shall be governed by prevailing financial powers and provisions of BPBCC.

These claims are usually termed as ‘extra claims’ and relates to extra works. Thus, no such extra works can be taken up by the PARTY until their written appeal is allowed by the Tender Accepting Authority.

Notwithstanding to what has been stated elsewhere, any item of work which can be legitimately considered as not stipulated in the ‘Scope of work’ of the contract, but becomes necessary as a reasonably contingent during actual execution of the work, it will have to be done by the PARTY as and when directed by the EPI.

The admissibility of any claim of supplementary / substituted item or the acceptance thereof including award of item wise rates and all other related matters will rest with the tender / quotation accepting authority and shall be binding to all concerned.

(b) Rates for Supplementary and Substituted item of works: The schedule of rates shall mean the schedule of rates PWD, Bihar, DSR, MES or any references made in similar other authorities, as been settled by BPBCC/EPI, applicable during the tenure of this contract. Rates for any other item (or part thereof), which are not covered in the said schedule of rates, will be analyzed from various other references and market rates, in which usual profit and overhead (as per state PWD schedule) will be included.
31.0 Time of Completion

The entire work as per offer shall be completed within 2 (TWO) 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 PARTY 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 PARTY 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.

32.0 A standard benchmark with reference to which the whole work is to be carried out shall be constructed by the PARTY. The level shown on the outline drawings are with reference to standard benchmark. The PARTY shall establish reference benchmark at suitable spots. The construction and maintenance of the bench marks shall be the responsibility of the PARTY. No payments shall be made for this work.

33.0 INFORMATION TO BE SUPPLIED BY THE PARTY DURING THE CONSTRUCTION PERIOD.

A senior representative of the PARTY shall attend weekly meetings at the site and in addition, meetings as arranged by the EMPLOYER to discuss the progress of work and sort out problems if any and ensure that the work is completed in the stipulated time. The PARTY shall submit to the Engineer-in-Charge, every fortnightly:

a. Detailed industrial statistics regarding the labour employed by him daily.
b. A fortnightly progress report along with requisite photographs.
c. Special incident at site.
d. Whether the work is progressing according to schedule, or not. If not, what are the problems and the remedial measures to be taken to regain schedule.
e. Record of the approvals by EMPLOYER
f. Record of the discussions by EMPLOYER

g. Fortnightly Construction Schedule

h. Monthly Construction Schedule

i. Detailed Schedule indicating when the REPRESENTATIVE’S presence is required at site.

34.0 The PARTY 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

35.0 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 PARTY 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.

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

37.0 In the event of the PARTY committing a default or breach of any of the provisions of the aforementioned Acts, as amended from time to time, of furnishing any information or submitting or filling in any Form/Register/Slip under the provision of these Acts which is materially incorrect, then on the report of the Inspecting officers, the PARTY shall, without prejudice to any other liability, pay to the employer a sum not exceeding Rs. 1000.00 as Liquidated Damages. This shall be applied to each incident for every default, breach or furnishing of, submitting, making and/or filling-in materially incorrect statements, the exact amount shall be fixed by the Engg. in Charge.

38.0 In the event of the PARTY’s default continuing in this respect, the Liquidated Damages may be increased to Rs 100.00 per day for each day that default occurs upto a maximum of one percent (1%) of the Contract Amount.

39.0 The Engineer-in-charge shall deduct such amounts from the interim application for Payment or the Security Deposit of the PARTY and credit the same to the Welfare Fund constituted under these Acts. The decision of the Employer in this respect shall
be final and binding.

40.0 Not Applicable

41.0 ALTERATION IN SPECIFICATION, DESIGN & DRAWING:

The first two para for clause no. 69.1 of EPI’s General Conditions of contract (GCC) shall be read as under:

The Engineer-In-Charge shall have power to make any alterations in, omissions from, additions to or substitutions for, the original Specifications, Drawings, Designs Quantity and Instructions that may appear to him to be necessary during the progress of the work, and the PARTY shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-In-Charge and such alterations, omissions, additions, or substitutions shall not invalidate the contract and any altered, additional or substituted work which the PARTY may be directed to do in the manner above specified as part of the work shall be carried out by the PARTY on the same conditions in all respects including Rate on which he agreed to do the main work.

The time for the completion of the work shall not be extended in the proportion that the altered, additional or substituted work price bears to the original contract work price, and the certificate of the Engineer-In-Charge shall be conclusive as to such proportion. Over and above this, a further period to the extent of 25 percent of such extension shall be allowed to the PARTY.

42.0 COMPENSATION FOR DELAY AND REMEDIES

If the PARTY fails to maintain the required progress in terms of EPI’s GCC Clause 72.4 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 as agreed compensation the amount calculated at the rates stipulated below or such smaller amount as the Engineer in charge (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / week (as applicable) that the progress remains below that specified in EPI’s GCC Clause 72.4.1 or the relevant clause in Additional Conditions of Contract or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified.

i) For works with completion period exceeding 2 months (as originally stipulated) @ 1.5% per month of delay to for delay of work be computed on per day basis.
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 or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to the PARTY under this or any other contract with EPI even after completion of the work.

43.0 PRICE ESCALATION:

No Escalation shall be allowed in any case. The EPI’s GCC Clause no 16.0 shall be unchanged.

44.0 Specifications of Works:

The work shall be done as per details specification of work and as per PWD/RCD/BCD/PHD/Electrical department, Govt. of Bihar.

45.0 Water and Electricity: The party shall make his own arrangement for water and electricity.

45.0 Arbitration

Both EPI and the PARTY shall make efforts to settle disputes, if any amicably. Only if amicable settlement is not possible, the same shall be referred to the Sole Arbitration of the Chairman & Managing Director (CMD) of EPI or the person appointed by the CMD, EPI and the decision of the arbitrator shall be final and binding on the “PARTY”. Arbitration will be according to “Conciliation” clause, which is enclosed at Annexure - I.
CONCILIATION AND ARBITRATION

ANNEXURE - I

Before resorting to arbitration as per the clause given below, the parties if they so agree may explore the possibility of conciliation as per the provisions of Part – III of the Arbitration Conciliation and Act. 1996. When such conciliation has failed, the parties shall adopt the following procedure for arbitration:-

1. Except where otherwise provided for in the contract, any disputes and differences relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and so to the quality of workmanship or materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Sole Arbitration of the Chairman and Managing Director (CMD) of Engineering Projects (India) Limited (EPI), or any other person discharging the functions of CMD of EPI and if CMD or such person discharging the functions of CMD of EPI is unable to act, to the Sole Arbitration of some other person appointed by the CMD of EPI or such other person discharging the functions of CMD of EPI. There will be no objection if the arbitrator so appointed is an employee of EPI. However, such an employee shall not have directly dealt with the said contract or the works there under on behalf of EPI. Such Arbitrator shall be appointed within 30 days of the receipt of letter of invocation of arbitration duly satisfying the requirements of this clause.

2. If there arbitrator so appointed resigns his appointment, is unable or unwilling to act due to any reason whatsoever, or dies the Chairman & Managing Director aforesaid or in his absence the person discharging the duties of the CMD of EPI may appoint a new arbitrator in accordance with these terms and conditions of the contract, to act in his place and the new arbitrator so appointed may proceed from the stage at which it was left by his predecessor.

3. It is a terms of the contract that the party invoking the arbitration shall specify the dispute/differences or questions to be referred to the arbitrator under this clause together with the amounts claimed in respect of each dispute.

4. The arbitrator may proceed with the arbitration ex-parte, if either party, in spite of a notice from the arbitrator, fails to take part in the proceeding

5. The work under the contract shall continue, if required, during the arbitration proceedings

6. The Arbitrator shall make speaking Award and give reasons for his decision in respect of each dispute/claim along with the sums awarded separately on each individual item of
dispute or difference or claims. The Arbitrator shall make separate award on each reference made to him.

7. The award of the arbitrator shall be final, conclusive and binding on both the parties.

8. Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the Rules made there under and for the time being in force shall apply to the arbitration proceedings and arbitrator shall publish his award accordingly.

Note: Notwithstanding anything contained here in above, this clause shall not be applicable where the dispute is between EPI and another Public Sector Enterprise or Govt. Department for which a separate Arbitration Clause is provided vide Clause No. A given below:

A. ARBITRATION BETWEEN PUBLIC SECTOR ENTERPRISE INTERSE and GOVERNMENT DEPARTMENTS.

1. In the event of any dispute or difference relating to the Interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the arbitration as per the Instructions (Office Memorandums/circulars) issued by Govt. Deptt. and another, one Govt. Deptt. and a Public Sector Enterprise and Public Sector Enterprises interse.

2. Subject to any amendment that may be carried out by the Government of India from time to time, the procedure to be followed in arbitration shall be as is contained in D.O. No. DPE/4 (10)/2001 –PMA – GLI dated 22/01/2004 of Department of Public Enterprise Ministry of Heavy Industries and Public Enterprise or any modification issued in this regard.
MEMORANDUM
(ENCLOSURE TO FORM OF TENDER)

Ref.: Tender For “Providing and laying waterproofing treatment for Construction of Bihar Police Academy Project, Rajgir

NIT No.: EPI/ERSite/685/WTRP/41
Dated: 05.08.2015

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Cl. No.</th>
<th>Values / Description to be applicable for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>Name of Work</td>
<td></td>
<td>Providing and laying waterproofing treatment for Construction of Bihar Police Academy Project, Rajgir</td>
</tr>
<tr>
<td>ii)</td>
<td>Owner / Client / Employer</td>
<td>EPI/BPBCC</td>
<td></td>
</tr>
<tr>
<td>iii)</td>
<td>Type of Tender</td>
<td></td>
<td>Item Rate</td>
</tr>
<tr>
<td>iv)</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>Rs. 98000.00/- (Rupees Ninety eight thousand only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs. 49000000.00/- (Rupees Forty nine lakhs only)</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for Completion of Work</td>
<td>NIT</td>
<td>02 Months</td>
</tr>
<tr>
<td>vii)</td>
<td>Mobilization Advance</td>
<td>--</td>
<td>NA.</td>
</tr>
<tr>
<td>viii)</td>
<td>Interest Rate on Mobilization Advance</td>
<td>--</td>
<td>NA</td>
</tr>
<tr>
<td>ix)</td>
<td>Number of Installments for recovery of Mobilization Advance</td>
<td>--</td>
<td>NA</td>
</tr>
<tr>
<td>x)</td>
<td>Schedule of Rates applicable</td>
<td>--</td>
<td>As per tender document</td>
</tr>
<tr>
<td>xi)</td>
<td>Validity of Tender</td>
<td>4.0 (GCC)</td>
<td>90 (Ninety) Days from the date of opening of price bid.</td>
</tr>
<tr>
<td>xii)</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>9.0 (ACC)</td>
<td>Included in S.No. (xiii)</td>
</tr>
</tbody>
</table>

Signature of Contractor: EPI
### Retention Money
- **Value**: 8.0 (ACC)
- **Percentage**: 10.00% (Ten percent only)
- **Description**: (Ten percent only) of the contract amount which shall be deducted in the manner set out in this contract.

### Time allowed for starting the work
- **Value**: 43.0 (GCC)
- **Description**: The date of start of contract shall be reckoned 10 days from the date of issue of telegram / letter / telex / FAX of intent of acceptance of tender.

### Defect Liability Period
- **Value**: 74.0 (GCC)
- **Description**: 12 (Twelve) Months from the date of taking over of works.

### Arbitration
- **Value**: 76.0 (GCC)
- **Description**: Arbitration shall be as per provisions of Clause no.76 of GCC. The Venue of Arbitration shall be Kolkata.

### Jurisdiction
- **Value**: 76.3 (GCC)
- **Description**: Courts in Patna

---

**SIGNATURE OF TENDERER:**

**NAME (CAPITAL LETTERS):**

**OCCUPATION:**

**ADDRESS:**

---

**SEAL OF TENDERER**

---

*Signature of Contractor*
GENERAL TECHNICAL SPECIFICATION

FOR

Providing and laying waterproofing treatment for Construction of Bihar Police Academy Project, Rajgir

Note: These specifications shall be read in conjunction with Bihar PWD Specifications 2014 and other relevant specifications described in these specifications.

1. The work in general shall be carried out as per Bihar PWD specifications, 2014 (updated with correction slips issued up to last date of submission of tender) and Text of revised PWD Specifications for waterproofing Works unless otherwise specified in the nomenclature of the individual item or in the particular specifications for civil works and BBCD specification.

2. In the absence of any definite provisions or any particular issue in the aforesaid specification, reference may be made to CPWD specifications, the latest BIS codes and specifications of IRC, BS, ASTM, AASHTO, MORTH and CAN/CAS in that order. Wherever these are silent, the construction and completion of works shall conform to sound engineering practice as approved by the Engineer-in-Charge. In case of any disputes arises out of the interpretation of the above, the decision of the Engineer-in-Charge shall be final and binding on the Party.

Wherever reference is made in the contract to specific standard codes to be met by the materials, plant and other supplies to be furnished, and work performed or tested, the provisions of the latest edition or revision of the relevant standards and codes in effect shall apply, unless otherwise explicitly stated in the contract. Where such standards and codes are national or related to a particular country of region, other internationally recognized standards which ensure a substantially equal or higher performance than the standards and codes specified will be accepted subject to the Engineer-in-Charge prior review and written approval. Difference between the standards must be fully described in writing by the party and submitted to the Engineer-in-Charge at least 15 days prior to the date when the party desires the Engineer-in-Charge’s approval. If the Engineer-in-Charge determines that such proposed deviations do not ensure equal performance, the party shall comply with the standards specified in the documents.

3. Absence of terms such as providing, supplying, laying, installing, fixing etc. in the description does not even remotely suggest that the Party is absolved of such providing, supplying etc. unless an explicit stipulation is made in this contract. The owner shall bear no costs of materials, equipment, duties, taxes, royalties etc.

4. The classification of various items of work for purpose of measurements and payments shall be as per bills of quantities (BOQ). Except where distinguished by the BOQ, the rates apply to all heights, depths, sizes, shapes and locations. They also cater for all cuts and wastes.
5. The specifications may have been divided in different sections/sub-head for convenience only. They do not restrict any cross-reference. The Party shall take into account inter-relations between various parts of works/trades. No claim shall be entertained on basis of compartmental interpretations.

6. Any builder's work required as part of electrical and other installation shall be executed by the Party as directed under this contract.

7. The Party shall be required to submit and take approval from the Engineer of shop drawings of the items of work specified in the specifications or as directed from time to time. No extra payment shall be made for the same. Shop drawings shall be in metric units and shall be prepared in a format approved by the engineer.

8. All materials intended to be used at site shall be tested prior to its use in an approved manner. The frequency of tests of construction materials shall be as per the CPWD Specifications or as specifically mentioned in the Technical specifications or in special conditions of contract. Cost of all such tests and any other tests felt necessary by the Engineer shall be deemed included in the price of respective materials quoted by the Party. Any defective material brought to site shall be returned without any extra cost for the same.

9. Performance tests shall be carried out at the discretion of the Engineer on all/any items of work as directed by the Engineer. Should any item fail to pass the tests, the Party shall be given opportunity to take corrective measures and have the same re-tested to the satisfaction of the Engineer, he may at his sole discretion order dismantling of the whole or part of the works done and order the Party to reconstruct the same. The cost of all these operations and materials shall be borne by the Party without any extra claim.