ADDITIONAL CONDITIONS OF CONTRACT
(Construction of Multi-Purpose Cyclone Shelter)

1.0 The following Additional Conditions of Contract shall be read in conjunction with General Conditions of Contract. If there are any provisions in these Additional Conditions of Contract which are at variance with the provision of General Conditions of Contract, then provisions in this Additional Conditions of Contract shall take precedence over General Conditions of Contract.

2.0 INTRODUCTION

National Disaster Management Authority (NDMA) has appointed Engineering Projects (India) Ltd., as execution agency for Construction of Multi Purpose Cyclone Shelters (MPCS) at North 24 Parganas & Purba Medinipur Districts of West Bengal.

3.0 SCOPE OF WORK

3.1 The brief scope of work to be executed for Construction of Multipurpose Cyclone Shelter (MPCS) under the present tender shall generally comprise of (but not limited to) the following at each location.

- Civil work including piling
- Plumbing work
- Electrical work
- Site development work
- Deep Tubewell, Pumps & DG sets etc.
- Any other work not specified but required to be executed to complete the MPCS

3.2 The contractor shall also provide all assistance to EPI during handing over of MPCS & allied works after their completion to the designated agency nominated by NDMA/EPI. In case the quality at any point is found not as per specification or deficiencies are found, the contractor will get it rectified at its own cost.

4.0 LOCATION OF SITE

Proposed MPCS is located at the village/block as detailed herein under District: Purba medinipur, West Bengal

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Block</th>
<th>Gram Panchayet</th>
<th>Village Site</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
5.0 COMPLETION TIME

5.1 The entire scope of work covered under the contract shall be completed within 05 (five) months which shall be reckon from the 7th day of issue of Letter of Intent (LOI) / Work Order. The completion time includes monsoon / rainy season coming during the currency of the contract.

6.0 HANDING OVER OF SITE

6.1 As indicated by District Authority, the use of MPCS, the land of all MPCS is available. Therefore, at all locations can be handed over immediately to the contractor. The contractor shall take up the construction activates o all fronts simultaneously.

6.2 The contractor shall make his own arrangement for approach to work site including borrow / disposal area and for movement of men, materials, other equipment etc. required for carrying the work under this contract.

6.3 The access roads / path near to the work site may not be available at all places and at all time. The contractor shall plan his works as per the availability of access roads / path at site. All drainage of works area and all weather truck able / haulage roads as required by the contractor shall be constructed and maintained during the construction period by the contractor at his own cost.

7.0 PRIORITY OF WORKS

7.1 If during the course of execution of work, EPI / NDMA fixes priority of execution of work, the contractor has to deploy resources and plan the work accordingly & nothing extra shall be payable to the contractor on this account.

7.2 In case the work front of the MPCS is made available at a later date due to any reason whatsoever, the same shall be released to the contractor accordingly. Nothing extra shall be payable to the contractor on account of carrying out the work in phases & sequences decided by Engineer – in-charge.

8.0 MOBILIZATION OF MEN, MATERIAL & MACHINERY

8.1 Further to Clause No. 11.0 for “Mobilization of Men, Material & Machinery” of General Conditions of Contract, it shall be contractor’s responsibility to arrange, operate & maintain the total station digital survey instrument and its accessories at his own cost to carry out levels (including initial & final levels of earth work), dimensions and alignment of all parts of the works.

8.2 Contractor shall provide Bench Marks and other reference points for the proper execution work and these shall be preserved till the end of work.

9.0 EXECUTION PROGRAMME
9.1 The work shall be performed in time and to achieve the targets, the contractor shall have to plan required mobilization of all resources. Within 7 (Seven) days of date of letter of Intent, the contractor shall submit a Time and Progress Chart (CPM/PERT/Quantified Bar Chart) alongwith a detailed plan and programme of all the input resources commensurating with the various activities to be executed 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 work. It shall clearly stipulate the forecast milestones of the dates of commencement and completion of various items, sections of the work and may be amended as necessary by agreement between the Engineer-in-charge and the contractor within the limitations of time imposed in the contract documents, to ensure good progress during the execution of the work. The physical report including photographs shall be submitted by the contractor on the prescribed format & at regular intervals (not later than a month) as decided by the Engineer-in-charge. The contractor shall also furnish along with Bar Chart, the methodology of construction,

9.2 Details of all equipment, manpower, machineries etc. required along with the date by which the equipment will be available at the site of work in working condition. All the activities shall be performed and completed strictly in accordance with approved work schedule.

The Engineer-in-charge, shall however, have the right to review the progress and modify the work schedule suit the site conditions and the contractor shall be required to complete the work in accordance thereof without any extra cost to the NDMA / EPI.

10.0 SITE LABORATORY

10.1 As part of the contract the contractor shall establish and maintain a site laboratory for the testing of construction material under the direction and general supervision of Engineer-in-charge. The laboratory room shall be constructed and installed with the required and appropriate facilities. Temperature and humidity controls shall be made available wherever necessary during the testing of samples.

All equipments as required shall be provided by the contractor so as to be compatible with the testing requirements specified. The contractor shall maintain the equipment in good working conditions for the duration of the contract.

The Contractor shall provide approved qualified personnel to run the laboratory for the duration of the contract. The number of staff and equipment available must at all times be sufficient to keep pace with the sampling and testing programme as required by Engineer-in-charge.

The contractor shall fully service the site laboratory and shall supply every thing necessary for its proper functioning Including all transport needed to move equipment and samples to and from sampling points on the site etc.

The contractor shall re-calibrate all measuring devices whenever so required by the Engineer-in-charge and shall submit the results of such measurements without delay.
11.0 **TEMPORARY WORKS**

11.1 Further to Clause no. 82.00 for “Approval of temporary / enabling works” of General Condition of contract, as far as possible the labour hutments, bulk storage facilities and vehicle parking shall preferably be located near the proposed MPCS. The area near MPCS locations shall be levelled and developed; supply of water and electricity, construction of approach road to these camps shall be arranged by the contractor at his own cost. In case the land in the vicinity of MPCS is not of Govt., the contractor may have to hire the land from the owner of the land. The rent / lease amount shall be borne by contractor.

12.0 **PLANT & MACHINERY**

12.1 The contractor at his own cost shall arrange all Plant & machinery required for execution of work. However, in addition to Plant & equipment mentioned in the NIT, the contractor has to deploy the following minimum Plant & machinery at site immediately after award of work: -

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Description</th>
<th>Minimum Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Piling Rig &amp; Winch</td>
<td>two</td>
</tr>
<tr>
<td>2.</td>
<td>Concrete Weigh Batcher</td>
<td>two</td>
</tr>
<tr>
<td>3.</td>
<td>Concrete mixer</td>
<td>two</td>
</tr>
<tr>
<td>4.</td>
<td>DG set(63KVA)</td>
<td>two</td>
</tr>
<tr>
<td>5.</td>
<td>Digital theodolite &amp; auto level / Total Station</td>
<td>one</td>
</tr>
<tr>
<td>6.</td>
<td>Vibratory Roller</td>
<td>one</td>
</tr>
<tr>
<td>7.</td>
<td>Tipper/Truck</td>
<td>two</td>
</tr>
<tr>
<td>8.</td>
<td>Vibrators (Petrol/Diesel)</td>
<td>Four</td>
</tr>
</tbody>
</table>

12.2 Any other equipment for site test as outlined in CPWD/BIS specification and as directed by the Engineer In-charge, shall also be deployed by the contractor.

12.3 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 per contract documents.

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

13.0 **PAYMENT ON ACCOUNT**

Further to Clause No. 37.00 General Conditions of Contract, the payments shall be released, out of the funds received from NDMA on deposit works basis for the project.

14.0 **SECURITY & SAFETY**
14.1 The site is located near Bay of Bengal wherein the movement of personnel is limited and regulated by Local Authorities. The contractor has to work as per the permission given by these Local Authorities from time to time and contractor must check before quoting for this job, the working hours, restriction in working and safety of their manpower, plant & equipment. The contractor shall mobilize and organize his resources accordingly to complete the work within stipulated time. The contractor shall have no claim on NDMA/EPI or any other agency/department for any loss of man hours/machinery due to these restrictions/regulations.

14.2 The contractor shall make his own arrangements for Security and safety of his manpower, plant & equipment, materials etc. Nothing extra shall be admissible on account of this and no compensation shall be paid by NDMA/EPI in case the contractor's personnel suffer body injury, loss of life or any damages caused to the plant and machinery of the contractor, due to any reason, whatsoever.

15.0 DEFECTS LIABILITY PERIOD:

15.1 Further to clause no. 74.0 of General Conditions of contract, contractor shall be responsible for rectification of defects during defect liability period of 12 (twelve) months after Completion of the project.

In case NDMA appoints an independent and impartial Agency to be called as Third Party Inspection Agency, the contractor shall provide all assistance to the Third Party Inspection Agency to carry out the functions assigned to them & quality at any point is not found as per specification, the contractor will get it rectified at its own cost.

16.0 COMPENSATION FOR DELAY

16.1 The contractor shall ensure adequate progress during the execution of work according to the bar-chart/work schedule. The contractor shall also maintain monthly progress strictly in accordance with bar chart/detailed work schedule that will be worked out and mutually agreed upon. If the contractor fails to maintain the above progress or fails to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy of EPI on account of such breach, pay compensation at the rate of 2 % (Two percent) of the total contract value of work for each month of delay subject to a maximum of 10% (Ten percent) of the total contract value of the work.

17.0 FINAL BILL

The final bill will be submitted by the contractor within 90 (Ninety) days from the date of acceptance of completion of work accompanied by the following documents:

a. Completion of work 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 contractor.
d. No claim certificate from the sub-agencies / vendors, if any, engaged by the contractor.
e. ‘As built’ drawing
f. Measurement books./Sheets
g. Drawings for layout of underground cables and details showing location of sluice valves, electric cable joints etc.
h. All operation and maintenance manuals.
i. All statutory approvals from various State / Central Govt. / Local bodies/ NDMA, if required for completion & handing over of the work as included in scope of contractor.
j. Manufacturer’s guarantee of various machines / equipments installed as part of works.

18.0 ALTERATION IN SPECIFICATION, DESIGN AND DRAWING

The Engineer -In-Charge shall have power to make any alterations in, omissions from, additions to or substitutions for, the original Specifications, Drawings, Designs and Instructions that may appear to him to be necessary during the progress of the work, and the contractor 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 contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work.

The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the provisions stipulated in the clause no. 69.0 of the General Conditions of Contract.

19.0 CONTRACTOR’S ALL RISK(CAR) POLICY

Contractor shall submit within 15 days of commencement of work, Contractor’s All Risk (CAR) Policy as per the provisions of clause no. 17.0 of GCC.

20.0 WORKMEN’S COMPENSATION POLICY

Contractor shall submit within 15 days of commencement of work, workmen’s compensation policy as per the provisions of clause no. 18.0 of GCC.

21.0 ARBITRATION

CLAUSE NO. 76.0 OF GENERAL CONDITIONS OF CONTRACT (GCC) Stands modified as under

22.0 CLAUSE NO. 76.1 OF GCC: DELETED
22.1 CLAUSE NO. 76.2: ARBITRATION BETWEEN CENTRAL PUBLIC SECTOR ENTERPRISES INTER SE / GOVERNMENT OF INDIA DEPARTMENTS / MINISTRIES.

I) 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 Memorandum / Circulars) issued by Govt. of India from time to time with regard to arbitration between one Government Department and another, one Government Department and a Public Sector Enterprise and Public Sector Enterprise inter se.

II) Subject to any amendment that may be carried out by the Government of India from time to time, the procedure to be followed in the arbitration shall be as is contained in D.O. No. DPE/4/(10)/2001-PMA-GL-1 dated 22.01.2004 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India or any modification issued in this regard.

23.0 JURISDICTION

The Courts in Kolkata alone will have jurisdiction to deal with matters arising from the Contract, to the exclusion of all other courts.

24.0 FACILITIES TO BE PROVIDED BY PARTY TO EPI

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

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A) OFFICE ACCOMODATION:</strong></td>
<td></td>
</tr>
<tr>
<td>Furnished office / office cum residential accommodation at one or more locations as per directions of EPIL with basic amenities like toilets, drinking water arrangement, lights, fans etc for exclusive use of EPI's Engineers &amp; Staff and maintainanace of the same till completion of the project in totality. The specifications and design of accommodations shall be as approved by EPIL.</td>
<td>250 Sq. ft</td>
</tr>
<tr>
<td><strong>B) OFFICE CONSUMABLES / STATIONARY / OFFICE BOY</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rs.2000 per month</td>
</tr>
<tr>
<td><strong>C) ONE VEHICLE (4 WHEELER)</strong></td>
<td></td>
</tr>
<tr>
<td>WITH FUEL &amp; DRIVER FACILITY</td>
<td>One vehicle.</td>
</tr>
</tbody>
</table>