TENDER DOCUMENT

TENDER No.: EPI/ERSite/685/WTP/064

FOR

Tender For “Design, Supply, Installation, Testing & Commissioning of Water Pumping and Water Treatment Plant and other related works on turnkey basis for the construction of Bihar police Academy Project at Rajgir, Nalanda, Bihar.”

VOLUME – II

(Additional Conditions of Conditions (ACC), Memorandum, Technical Specification)

ENGINEERING PROJECTS (INDIA) LIMITED
(A GOVT. OF INDIA ENTERPRISE)
Core-3, SCOPE Complex,
7, Lodhi Road, New Delhi – 110003
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Additional Conditions of Conditions (ACC)</td>
</tr>
<tr>
<td>2.</td>
<td>Memorandum</td>
</tr>
<tr>
<td>3.</td>
<td>Technical Specification</td>
</tr>
</tbody>
</table>
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 includes design, supply, installation, testing & commissioning of Sewage Treatment Plant and other related works on turnkey basis as per BOQ (enclosed).

Scope of Work:

The brief scope of work included in this tender shall include (but not limited to) Design, Supply, Installation, Testing & Commissioning/ making complete operational of Water Pumping and Water Treatment Plant and other related works on turnkey basis and as per BOQ enclosed for construction of Bihar Police Academy Project at Rajgir, Nalanda. The Vendor shall start fabrication after approval of shop drawings and getting manufacturing clearance from EPI/Client/Consultant.

Apart from above, any other work/services not covered above but required to complete the work as per direction of EPI/BPBCC are deemed to be included in the scope of work.

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

3.0 ORDER OF PRECEDENCE OF DOCUMENTS

i. LOI / Work Order
ii. Approved BOQ by Client/Consultant
iii. Approved Drawings
iv. Indian standard specifications of BIS codes
v. ACC.
vi. GCC
4.0 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 VENDOR, inordinate delay in completion, consistent history of litigation / arbitration awarded against the VENDOR 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 VENDOR in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Tenderers.

5.0 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 (GCC) (soft copy)

B) Volume-II:
   i) Additional Conditions of Contract (ACC)
   ii) Memorandum
   iii) Technical Specification

C) Volume-III:
   Un-Price Bid and Bill of Quantities
6.0 Prior approval shall be obtained from the Engineer-In-Charge of EPI/BPBCC/consultant 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.

7.0 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 VENDOR at 8% (eight percent only) of the gross value of the Running Account Bill. The Earnest Money Deposited by the tenderer in the form of Demand Draft will be adjusted as part of the Retention Money. The Retention Money shall be refunded to the Contactor after expiry of defects liability period.

8.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:-

The contractor is required to furnish security-cum-performance guarantee equal to 5% (Five percent) of total order value within 10 (Ten) days from the date of receipt of LOI/Work Order for due and proper fulfillment of the contract. The Security cum Performance Guarantee is to be deposited in the form of an unconditional irrevocable Bank Guarantee from a Scheduled Bank in EPI’s Proforma, valid up to three months after issue of defect liability period or issue of handing over certificate whichever is later.

9.0 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 VENDOR 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, entry 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 Taxes/Duty 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 VENDOR and shall not be paid or reimbursed to the VENDOR by EPI. In the event of non-payment / default in payment of all the above taxes and duties etc. by VENDOR, EPI reserves the right to with-hold the amount form due / payments of VENDOR and make payment to the concerned Local / State / Central Government authorities or to labourers as may be applicable. The VENDOR should submit along with the Tender Registration Certificates of Sales Tax, Sales Tax / VAT on works contract VAT, Service Tax etc. otherwise appropriate recovery shall be made from
his bills”. While raising Invoice, contractor has to provide proper tax invoice to EPI showing therein the taxes/duties involved separately along with applicable changes.

10.0 EXTRA OR DEVIATION ITEMS

Rate for extra or deviation items are 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 rates for extra or deviation items are approved and payment is received from client, 90% payment as per the approved rates shall be paid to the vendor and 10% shall be retained by EPI towards its overhead & profit.

11.0 COMPLETION AND TAKING OVER

As soon as the project is finally completed, the VENDOR 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.

12.0 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 by the vendor from the nominated officer of BPBCC/EPI prior to releasing of the Security deposit by EPI.

13.0 Clause No. 72.4.1 of GCC stands modified as under

Within 10 (Ten) days of date of Letter of Intent, the VENDOR shall submit a Time and Progress Chart (CPM/PERT/Quantified Bar Chart) and get it approved by the Engineer-in-Charge/project Incharge of EPI. 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/project Incharge of EPI and the VENDOR 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 VENDOR 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 contract value.

14.0 COMPLETION SCHEDULE

Work shall be completed within 6 months from the date of LOI/Work Order.

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

16.0 The final bill will be submitted by the VENDOR 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/ project Incharge of EPI 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 vendor.

d) No claim certificate from the sub-agencies / Associates engaged by the vendor.

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 VENDOR.

j) Manufacture’s guarantee of various machines / equipments installed as part of works.

17.0 SITE REQUIREMENTS

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

18.0 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 EPI/BPBCC without effecting the terms of the contract.

19.0 ENVIRONMENTAL CONSIDERATIONS

The VENDOR 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.

20.0 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 VENDOR free of charge. The VENDOR shall provide and make at his own expenses any further copies required by him. At the completion of Contract the VENDOR shall return to the EPI’s Engineer-in-Charge, all drawings provided under the Contract.

One copy of the Drawings, furnished to the VENDOR 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.

21.0 Disruption of Progress

The VENDOR 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.

22.0 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 reasonable time in all the circumstances any approval of drawing or order requested by the VENDOR in accordance with relevant clause of ACC of this section, the work remains suspended or delayed then the VENDOR shall be granted necessary extension of time only. But he shall have no claim for any extra payment or compensation whatsoever on the grounds of above delay.

23.0 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 VENDOR shall be granted necessary extension of time. But he shall have no claim for any 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 VENDOR is not agreeable to execute further works in the extended time, the Contract may be terminated and the VENDOR shall have no claim for 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

24.0 Survey : Layout and Access

The VENDOR 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 VENDOR to any extra payment or claim in any way.

The VENDOR shall provide for all arrangements labour, equipments and materials needed for carrying out survey, setting out, layout checking, inspections measurements, testing at his own cost for which no separate payment will be made.

The VENDOR 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

25.0 Arrangement of Land

If on account of restriction of space within the project site, the VENDOR 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 at his own and at his on cost. The VENDOR will not be entitled to any payment or any other incidental charges caused due to such arrangement.

26.0 Fire Fighting Arrangement

The VENDOR shall provide at his own cost suitable arrangement for fire fighting. 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 equipments shall be provided at suitable prominent and easily accessible places and shall be properly maintained.

27.0 Time of Completion

The entire work as per offer shall be completed within 6 (Six) months from the date of issue of LOI/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 of EPI including the monsoon season.

The VENDOR 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 VENDOR 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.

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

29.0 INFORMATION TO BE SUPPLIED BY THE VENDOR DURING THE CONSTRUCTION PERIOD.

A senior representative of the VENDOR shall attend weekly meetings at the site and in addition, meetings as arranged by the EPI/BPBCC to discuss the progress of work and sort out problems if any and ensure that the work is completed in the stipulated time. The VENDOR shall submit to the Project in-Charge of EPI, 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.

30.0 The VENDOR 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
Duties of Contractor :-

Contractor shall, within seven days of the close of every month, submit to the principle employer a Statement in the enclosed Format supported by ECR and TRRN of respective month showing the recoveries of contributions in respect of employees employed by or through him at project site and shall also furnish to him such information as the principle employer is required to furnish under the provisions of Scheme to the Commissioner. Payment of the progress bills shall not be made unless it is accompanied with ECR (Electronic Challan Receipt) for provident fund. ESIC contribution for the labour/work force engaged by the contractor of Rajgir Project site is submitted to EPI.

31.0 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 VENDOR 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.

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

33.0 In the event of the VENDOR 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 VENDOR 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.

34.0 In the event of the VENDOR’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 of which EPI decision will be binding on the contractor.

35.0 The Project in-charge of EPI shall deduct such amounts from the interim application for Payment or the Security Deposit of the VENDOR 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.

36.0 The following documents shall be submitted by Contractor:
i. Design of WTP including civil, electrical, mechanical etc. work (construction of civil work to be done by EPI)

ii. P & I Diagram, Basic Drawing, Scheme Drawing, Shop Drawing & BOQ

These documents should be furnished within one month from the date of LOI and contractor shall get these drawings approved from EPI/BPBCC/consultant.

Manufacturing clearance shall be given after approval of above document.

37.0 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 Project-In-Charge of EPI 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 VENDOR shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Project-In-Charge of EPI and such alterations, omissions, additions, or substitutions shall not invalidate the contract and any altered, additional or substituted work which the VENDOR may be directed to do in the manner above specified as part of the work shall be carried out by the VENDOR 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 Project-In-Charge of EPI 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 VENDOR.

38.0 Liquidated Damages for delay and remedies

If the contractor fails to maintain the required progress as mentioned in contract data or to complete the work and clear the site on or before the contractual or extended date of completion, he shall, without prejudice to any other right or remedy available under the contract to EPI on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as EPI may decide (whose decision in writing shall be final and binding) on the amount of contract value of the work that the progress remains below that specified in contract data or that the work remains incomplete.

i) Liquidated Damages for delay of work – at the rate of 1/2% per week of delay or part thereof provided always that the total amount of Liquidated Damages for delay to be paid under this contract shall not exceed 10% of the contract value.

39.0 PRICE ESCALATION:

No Escalation shall be allowed in any case.

40.0 Specifications of Works:

The work shall be done as per details specification of work and as per PWD/RCD/BCD
41.0 Water and Electricity:

The vendor shall make his own arrangement for water and electricity.

42.0 Defect Liability Period:

Clause no. 74.0 of EPI’s GCC shall be modified as under:-

The Contractor shall be responsible for the rectification of defects in the works for a period of thirty six months from the date of taking over of the works by the Owner/Client. Any defects discovered and brought to the notice of the Contractor forthwith shall be attended to and rectified by him at his own cost and expense. In case the Contractor fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by EPI at the cost and expense of the Contractor.

43.0 All Product/items make and product/items specifications shall be subjected to approval of Client/Consultant.

44.0 Payment Terms: Clause no. 37.0 of EPI's GCC shall be modified as under:-

**Design, Supply, Testing & Commissioning**

1. 2.5% of the order value specified in the Price Schedule shall be released on submission of the documents (Design, All Drawing etc.) as mentioned in ACC clause no 40.
2. 2.5% of the order value specified in the Price Schedule shall be released after getting approval of Design, drawings and shop drawing from Client/Consultant.
3. 70% of the order value specified in the Price Schedule shall be released after completing the supply of Equipment to site and getting MRC (Material Received Certificate) from EPI/Client site office on pro-rate basis.
4. 25% of the order value specified in the Price Schedule shall be released after Erection, Testing & Commissioning of the work.

45.0 Work Schedule:

1. Vendor shall submit documents as mentioned in ACC Clause no 36 and get approval of these documents from Client/Consultant within 1 month from date of issue of LOI.
2. Vendor shall get manufacturing clearance from Client/Consultant after approval of all drawings.
3. Vendor shall supply Equipment within 4 months from the date of issue of manufacturing clearance.
4. Vendor should complete erection, testing & commissioning within one month after handing over of the civil & allied works to the vendor.
46. Arbitration

Both EPI and the VENDOR 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 “VENDOR”. Arbitration will be according to “Conciliation” and Arbitration clause, which is enclosed at Annexure - I.
ANNEXURE – I

CONCILIATION AND ARBITRATION

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, or any other 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. ARBRATION BETWEEN PUBLIC SECTOR ENTERPRISE INTERSEandGOVERNMENT 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.
PERFORMA STATEMENT TO BE OBTAINED FROM CONTRACTOR ON MONTHLY BASIS

NAME & ADDRESS OF PRINCIPAL EMPLOYER: DL/

NAME & ADDRESS OF CONTRACTOR:

PF CODE OF CONTRACTOR:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of Employee</th>
<th>Father’s name</th>
<th>Date of Joining</th>
<th>PF A/c No.</th>
<th>No. of days worked</th>
<th>Total wages paid Rs.</th>
<th>Wages for PF</th>
<th>Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I/we hereby certify that all the above employees who were actually deployed in your establishment during have been covered under EPF & M P Act, 1952 and the contribution in r/o them for the month of have been remitted by me/us under PF code No. DL/ maintained at RO/SRO

Date: Signature & Seal of Contractor
**MEMORANDUM**

*(ENCLOSURE TO FORM OF TENDER)*

Ref.: Tender For “Design, Supply, Installation, Testing & Commissioning of Water Pumping and Water Treatment Plant and other related works on turnkey basis for the construction of Bihar police Academy Project at Rajgir, Nalanda, Bihar.”

NIT No. : EPI/ERSite/685/WTP/064  
Dated:………..

<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>Design, Supply, Installation, Testing &amp; Commissioning of Water Pumping and Water Treatment Plant and other related works on turnkey basis</td>
</tr>
<tr>
<td>ii)</td>
<td>Owner / Client / Employer</td>
<td></td>
<td>EPIL/BPBCC</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>₹.54000/-</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>₹.2684000/-</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for Completion of Work</td>
<td>NIT</td>
<td>06 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>8.0 (ACC)</td>
<td>5 % (Five Percent) of the Total Contract value</td>
</tr>
</tbody>
</table>

Signature of Contractor  
EPI
<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>xiii)</td>
<td>Retention Money</td>
<td>7.0 (ACC)</td>
<td>8% (Eight percent only) of the contract amount which shall be deducted in the manner set out in this contract.</td>
</tr>
<tr>
<td>xiv)</td>
<td>Time allowed for starting the work</td>
<td>43.0 (GCC)</td>
<td>The date of start of contract shall be reckoned 10 days from the date of issue of letter of intent / acceptance of tender.</td>
</tr>
<tr>
<td>xv)</td>
<td>Defect Liability Period</td>
<td>42.0 (ACC)</td>
<td>36 (Thirty Six) Months from the date of taking over of works.</td>
</tr>
<tr>
<td>xvi)</td>
<td>Arbitration</td>
<td>76.0 (GCC)</td>
<td>Arbitration shall be as per provisions of Clause no.76 of GCC. The Venue of Arbitration shall be at Kolkata.</td>
</tr>
<tr>
<td>xvii)</td>
<td>Jurisdiction</td>
<td>76.3 (GCC)</td>
<td>Courts in Patna</td>
</tr>
<tr>
<td>xviii)</td>
<td>Liquidated Damage</td>
<td>38.0 (ACC)</td>
<td>Liquidated Damage at the rate of 1/2% per week or part thereof of delay provided always that the total amount of Liquidated Damage for delay to be paid under this contract shall not exceed 10% of the contract value.</td>
</tr>
</tbody>
</table>

SIGNATURE OF TENDERER:

NAME (CAPITAL LETTERS): ________________________________

OCCUPATION: ________________________________

ADDRESS: ________________________________

SEAL OF TENDERER
TECHNICAL SPECIFICATION

INTRODUCTION

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

Description of the Project and scope of work:

The project site is located at Rajgir and the scope of works include design, basic and detail engineering submission of drawing for approval, manufacture supply, installation, testing & commissioning of Water Pumping and Water Treatment Plant with other related works as per BOQ (enclosed).

Technical specification

Providing and fixing centrifugal single/multistage pumping set with CI body, bronze impeller, stainless steel shaft and connected by a flexible coupling to a totally enclosed fan cooled induction motor mounted on common structural base plate with all pump

1. Raw Water to Filter Plant
   Type of Pump : Horizontal
   Capacity : 10 LPS
   Head : 25M
   H.P. : To Suit
   Motor RPM : 2900

2. Recirculation Water
   Type of Pump : Horizontal (end suction)
   Capacity : 350 LPM
   Head : 25M
   H.P. : To Suit
   Motor RPM : 2900

3. Filter Water Lift Pump
   Type of Pump : Horizontal
   Capacity : 140 LPM
   Head : 40M
   H.P. : To Suit
   Motor RPM : 2900

4. Horticulture / Gardening
   Type of Pump : Horizontal
   Capacity : 140 LPM
   Head : 25M
   H.P. : To Suit
   Motor RPM : 2900

NOTE: The motor HP to be confirmed by the manufacturer for the duty mentioned for
each pump along with performance characteristic curve.

Dewatering Pumps

Dewatering pumps set, Sump Pumps (2Nos.+ 1standby, with cascade operation) with float controlled automatic operation flow rate 350 lpm, 8 meter head, 10 mm solid handling capacity submersible complete with motor, control panel, submersible cable, dry run preventing device, built-in Suction Strainer, bottom supports frame and NRV's as required and common panel for the two pump sets (The word sets in the unit column stands for 02 Nos. pump sets and 01 No. common control panel)

Water Filtration Units

Mild steel pressure vessel (as per IS:2825) multi-media filter complete in all respects, ready for operation of capacity 14 kl per hour complete with dished ends, supporting legs and facing pad for pipe connection internal lined with non-toxic, non-leaching rubber of minimum 3mm thick thickness complete with manhole cover, frontal pipe work as per IS:1239 "C" class fitted with valves and pressure gauge isolated by stainless steel needle valve and stainless steel nipple, sample valves, charge of filter media (sand and anthracite) and internals consisting of distributor and collector manually operated, cast iron diaphragm valve and piping for bypass filter line with interconnecting piping, connecting socket for dosing pump at outlet. Drawing showing internal details to be approved before fabrication is undertaken (rate of flow not to be exceed 7.2 cu.m/hr./sq.m of surface area).

Softener Unit

Mild steel pressure vessel (as per IS:2825) ready for operation of capacity 7 cum. Per hour OBR (8 Hours) complete with dished ends, supporting less and facing pad for pipe connection, internal rubber lining with non-leaching rubber of 3mm thickness complete with manhole, cover frontal pipe work fitted with valves, plant shall be provided with inlet pressure gauge isolated by (S.S) stainless steel needle valve and nipple, sample valves with frontal pipe work complete with manually operated (C.I) cast iron diaphragm valves for normal operation and regeneration with hydraulically operated ejector, initial change of resin and connecting piping and resin traps. Drawing showing internal details to be submitted for approval before fabrication is undertaken. (Rate of flow per unit area to be as per resin manufacturer’s recommendation. Quality of incoming water total hardness = 550 ppm. Quality of outgoing water commercial zero hardness)

Regeneration Tank

FRP/HDPE construction of suitable capacity, tank to store and measure brine for regeneration of softening plant. Tank to be complete with inter connecting piping and other assembly required for commissioning complete with LID : Level indication etc.

Chemical Dosing Unit

Medium pressure spring actuator type chemical dosing pump with FRP body and internal parts, dispensing valves, foot valves, relief valves, mounting plate, chemical tank complete. Capacity 0-6 LPH
Work Schedule:

1. Party shall submit documents as mentioned in ACC Clause no 36 and get approval of these documents from client /consultant within 1 month from date of issue of LOI.
2. Party shall get manufacturing clearance from Client/Consultant within 1 month.
3. Party shall supply Equipment within 4 months from the date of issue of manufacturing clearance.
4. Party should complete erection, testing & commissioning within one month after handing over of the civil & allied works to the party.