AN ISO 9001 & 14001 COMPANY

TENDER DOCUMENT

TENDER No: DLI/CON/771-B/630

FOR

Tender for Construction of Up-graded High School at (1) Gudrigaon, Bastingia, Block - Chakapada, Odisha (2) Mundagaon, Block-Chakapada, Odisha (3) Gistikhole, Block - Chakapada, Odisha.

VOLUME – II

ACC, TECHNICAL SPECIFICATION,

DRAWINGS
# ADDITIONAL CONDITIONS OF CONTRACT (ACC)

## 1. GENERAL

The Additional Conditions shall be read in conjunction with General Conditions of Contract. Where the provision of these Additional Conditions is at variance with the provision of the General Conditions of Contract, the provisions of these Additional Conditions shall take precedence.

## 2. COMMENCEMENT AND COMPLETION OF PROJECT:

The contractual completion period for the entire work shall be 15 months from 10th day of issue of LOI.

## 3. TAXES AND DUTIES

The following shall be also read with clause no 13 of GCC:

1. The bidder/Contractor must be registered with GST and should have valid GSTIN number.

2. The bidder/contractor must submit as an compliances of GST Act, the invoices in GST compliant format failing which the GST amount shall be recovered/ adjusted by EPI without any prior notice from the next invoices or available dues with EPI.

3. The bidders/contractors are requested to update/upload the GST/Taxes data periodically so as to avail ITC credit by EPI failing which it shall be recovered/ adjusted by EPI without any prior notice from the next invoices or available dues with EPI.

4. Rates to be quoted in this tender all inclusive with all taxes and duties etc. including GST.

5. Bidder while quoting the rates in the tender must also consider the ITC credit applicable for the works, if any.

### VARIATION IN TAXES, DUTIES, LEVIES AND IMPOSITION OF NEW TAXES ETC.

a) Any new taxes introduce by Central Govt / State Govt or variation in taxes is payable to contractor subject to reimbursement of same from client. If client has not reimbursed any new taxes and variation in taxes contractor does not have any claim on this and are not payable. Contractors are requested to submit the proof of deposit of taxes claimed failing which it shall not be reimbursed.
b) In case of any reduction in rate of GST or other taxes in future or project getting exemption status prior to the last date of bid submission or afterwards, the subcontractor shall pass on the benefit to EPIL immediately, failing which EPIL shall have the right to recover the differential amount from the amounts due to sub-contractor. Further, in case of any increase in rate of GST or other taxes in future or the project losing exemption status prior to last date of bid submission or afterward, the said increase of taxes shall be paid/reimbursed to the subcontractor, subject to the condition that the client reimburses the said increased taxes to EPIL.

4 FURNISHED OFFICE ACCOMMODATION & MOBILITY AND COMMUNICATION TO BE PROVIDED BY THE CONTRACTOR TO EPI

EPI GCC Cl no. 28.3 - **DELETED**

5 PAYMENT: The following is added to Clause No.37 of GCC

i) Each RA Bill must be accomplish by progress photos, all other terms of GCC Cl no 37.2 remains same.

ii) GCC Cl no 37.4 revised as under

All payment shall be released by NEFT/RTGS only from the available client funds with EPI.

6 BAR CHART

GCC Clause no 43.2 is modified as under

The Contractor shall also furnish within 10 days from the date of letter of Intent, a MSP Bar Chart for completion of work within stipulated time. This will be duly got approved from EPI. This approved MSP Chart shall form a part of the agreement. Achievement of milestones as well as total completion has to be within the time period allowed.

7 OPC CEMENT

**OPC Cement** only is to be used to this work, however in case any crisis for OPC Cement, the party shall submit the documentary proof in support, in such case the difference of cost of OPC and PPC cement shall be recovered from the party. (Subject to Minimum amount of Rs. 20 per bag shall be recovered)

Contractor shall make proper arrangements for the storage of cement at site as per standard practices.

8 WORKS TO BE OPEN TO INSPECTION

All works executed or under the course of execution in pursuance of this contract shall at all times be open to inspection and supervision of EPI. The
work during its progress or after its completion may also be inspected, by Chief Technical Examiner of Government of India (CTE) and/ or an inspecting authority of State Government of State in which work is executed and/or by third party checks by Owner/ Clients. The compliance of observations/improvements as suggested by the inspecting officers of EPI/CTE/ State authorities/ Owners shall be obligatory on the part of the Contractor at the cost of Contractor.

Any recovery, penalty imposed by CTE due to non-performance, non-compliance of agreed condition or otherwise whatsoever the same shall be recovered from RA Bill of contractor

9 MATERIALS PROCURED WITH THE ASSISTANCE OF EPI

If any material for the execution of this contract is procured with the assistance of EPI either by issue from its stores or purchase made under orders or permits or licences obtained by EPI, the Contractor shall hold and use the said materials economically and solely for the purpose of this contract and shall not dispose them without the written permission of Engineer-In-Charge. The Contractor, if required by EPI, shall return all such surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination on whatsoever reason, on being paid or credited such price as EPI shall determine having due regard to the conditions of materials.

10 DEFECT LIABILITY PERIOD

Defect Liability Period is 24 (Twenty Four) Months. The commencement date of this “Defect Liability Period” shall be from the date when client certifies to EPIL in writing that the project has been 100% completed. A “Certificate of Initial Hand-Over” shall be issued by EPIL to the contractor after receiving the same from client. Until a “Certificate of Final Hand-Over” is issued by the client to EPIL at the end of Defect Liability Period, the contractor shall continue to be bounded by this contract. All other condition of GCC Clause No 74 is remains same.

11 STEEL

Thermo Mechanically Treated bars conforming to IS:1786, Fe 500 grade as required, from approved manufacturers viz SAIL/RINL/Jindal/TISCO/SHYAM shall be used. In case of non-availability of steel of these makes, TMT bars of other manufacturers as per IS 1786, Fe 500 grade as required, may be allowed to be used with the prior approval of Engineer-in-charge. In case TMT bars from manufacturer other than SAIL/RINL/TISCO/Jindal/SHYAM is allowed to be used, a deduction of Rs. 4 (four) per Kg shall be made from the bills of the contractor. The other provisions of clause of G.C.C. remain unchanged”.

12 SIGNBOARDS

Contractor will arrange to fabricate and erect sign board at his own cost showing name of work, name of CLIENT, name of Architect/Consultants, name of EPI, date of commencement and completion etc of size and design as
approved by EPI/CLIENT. Typical drawing is enclosed.

13 ARBITRATION

General Conditions of Contract (GCC) Sub Clause no.76.1 and 76.3 of Arbitration Clause no.76.0 are amended as given below. Sub Clause no.76.2 will remain the same.

76.0 ARBITRATION
76.1 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 and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015. When such conciliation has failed, the parties shall adopt the following procedure for arbitration:

i) Except where otherwise provided for in the contract, any disputes and differences relating to the meaning of the Specifications, Design, Drawing and Instructions herein before mentioned and as to the quality of workmanship or materials used in the work or as to any other questions, claim, right, matter or things 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 of 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 Arbitrator appointed by the Chairman & Managing Director (CMD) of Engineering Projects (India) Limited (EPI) or any other person discharging the functions of CMD of EPI. The person approached for appointment as Arbitrator shall disclose in writing circumstances, in terms of Sub Section (1) of Section (12) of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 as follows:

a) such as the existence either direct or indirect, of any past or present relationship with or interest in any of the parties or in relation to the subject matter in dispute, whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to his independence or impartiality; and

b) which are likely to affect his ability to devote sufficient time to the arbitration and in particular his ability to complete the entire arbitration within a period of Twelve months. The Arbitrator shall be appointed within 30 days of the receipt of letter of invocation of arbitration duly satisfying the requirements of this clause.

ii) if the arbitrator so appointed resigns or 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.

iii) It is a term 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.

iv) 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 proceedings.

v) The work under the contract shall continue as directed by the Engineer-In-Charge, during the arbitration proceedings.

vi) Unless otherwise agreed, the venue of arbitration proceedings shall be at the venue given in the ‘Memorandum’ to the ‘Form of Tender”.

vii) The award of the Arbitrator shall be final, conclusive and binding on both the parties.

viii) Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modifications or re-enactment thereof and the Rules made thereunder and for the time being in force shall apply to the arbitration proceedings and the Arbitrator shall publish his Award accordingly.

76.3 JURISDICTION:
The courts in Mumbai alone will have jurisdiction to deal with matters arising from the contract.

<table>
<thead>
<tr>
<th>14</th>
<th>REQUIREMENT OF TECHNICAL STAFF FOR THE WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract period (Months)</strong></td>
<td><strong>Requirement of Technical Staff Qualification</strong></td>
</tr>
<tr>
<td>15</td>
<td>(i) Project Manager with degree in Civil Engineering Degree</td>
</tr>
<tr>
<td></td>
<td>(ii) Diploma Engineers in Civil, Electrical Discipline</td>
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<tr>
<td></td>
<td>(iii) Planning Engineer</td>
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<tr>
<td>No</td>
<td>Description</td>
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<td>------------------------------------------</td>
</tr>
<tr>
<td>15</td>
<td>Deleted</td>
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<tr>
<td>16</td>
<td>The Clause No.8.2 of GCC of recovery of mobilization advance stands modified as under: Recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first ten per cent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.</td>
</tr>
<tr>
<td>17</td>
<td>Physical Milestones:</td>
</tr>
</tbody>
</table>
## Milestone

### Completion Schedule

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Period from the date of Start</th>
<th>Cumulative value as a percentage of total value of work to be completed, till the end of period specified</th>
<th>Description of work to be completed during the period specified under column no. 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>From the date of start up to the end of 3rd month</td>
<td>15%</td>
<td>Site Levelling and Grading, Completion of foundation and up to plinth</td>
</tr>
<tr>
<td>2</td>
<td>From the start of 4th month up to the end of 6th month</td>
<td>35%</td>
<td>Completion of GF slab and FF slab.</td>
</tr>
<tr>
<td>3</td>
<td>From the start of 7th month up to the end of 9th month</td>
<td>60%</td>
<td>Completion of structure work brick work, Start of Flooring work, Electrical Work, joinery and Plumbing work including fire fighting</td>
</tr>
<tr>
<td>4</td>
<td>From the start of 10th month to end of 13th month</td>
<td>90%</td>
<td>Completion of plastering, Flooring, Electrical, Plumbing and water proofing of building</td>
</tr>
<tr>
<td>5</td>
<td>From the start of 14th month to end of 15th month</td>
<td>100%</td>
<td>Completion of Road work, painting work including handing over the building to client.</td>
</tr>
</tbody>
</table>
Technical Specification

The work in general shall be carried out as per Odisha PWD specifications. (Updated with correction slips issued upto last date of submission of tender)

For items not covered under Odisha SOR & specification, the work shall be done as per latest CPWD specifications and for Items not covered under both then as per latest relevant BIS codes of practice.

In case of non-availability of any specification in the above paras or any overlapping provisions, non-clarity on any issue, applicability of particular provision out of above, shall be decided by Engineer-in-Charge whose decision shall be final & binding on the contractor.