AN ISO 9001 & 14001 COMPANY

TENDER DOCUMENT

TENDER No: ERO/MMD/639/1093

FOR

Notice Inviting E-Tender for Construction of Pond including all civil and electrical works in complete at ESIC Hospital, Joka, Kolkata.

VOLUME – II

Additional Conditions of Contract, Approved make, Tender Drawings
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. SCOPE OF WORK INCLUDED IN THE CONTRACT

The brief scope of work included in this tender shall include (but not limited to) Construction of Pond including all civil and electrical works in complete at ESIC Hospital, Joka, Kolkata

Apart from the above, any other services not covered above but required as per direction of Engineer In-charge of EPI are deemed to be included in the scope of work. The work is to be carried out as per bill of quantities and tender conditions.

2.1 The bidders shall quote their firm prices in the format of Price Schedule only.

2.2 The price shall remain firm till completion of work in all respect.

2.3 The price shall include GST.

3.0 The PARTY shall take insurance cover at its own cost towards Workmen Compensation Act for its own worker, employees and for the Plant & Equipment deployed by the PARTY at the project site.

4.0 The PARTY shall be fully responsible to complete the works in workmen like manner to the satisfaction of ESIC and EPI within the stipulated completion period and within their quoted rates / amount.

In the event of failing to complete the work in stipulated completion period the PARTY shall be liable to pay compensation for delay @ 1% per week subject to maximum 5% of the order value.

6.0 The PARTY shall adhere to all safety rules and norms as applicable for execution of similar works in the building premises at no extra cost to EPI.

7.0 All statutory deductions shall be made as per relevant act/rules/guidelines.

8.0 COMPLETION PERIOD

The completion period for the total work is 30 (Three) days to be reckoned from the date of issue of LOI/ Work Order.

9.0 PAYMENT TERMS:

i) 90% payment on completion of the work.

ii) 10% on expiry of defect liability period of 01 year from the date of final acceptance of the work.
10.0 **TAXES AND DUTIES:**

Clause no. 13 of GCC shall be amended/deleted as per below:

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

(b) 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.

(c) 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.

(d) Rates quoted in this tender are inclusive of all taxes, levies, cess, duties etc. including GST.

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

11.0 Quantities mentioned in the BOQ are indicative. However, payment shall be made on actual work-done basis.

12.0 **ARBITRATION:** Modification of arbitrations clause no. 76.0 of 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.

**Clause No- 76.0 ARBITRATION**

**Clause No- 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,
Engineering Projects (India) Ltd.

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 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 there under and for the time being in force shall apply to the arbitration proceedings and Arbitrator shall publish his Award accordingly.

ERO/MMD/639/1093;Vol-II; Page: 4
12.1 Clause No. 76.3 of GCC, stands modified as under:

Clause No- 76.3 JURISDICTION:

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

13.0 MOBILIZATION ADVANCE & SECURED ADVANCE:

Clauses 8.0 & 35.0 of General Conditions of Contract are deleted.

14.0 FACILITIES

The sub-clause 28.3 of the clause no. 28 of General Conditions of Contract (GCC) stands deleted.
**LIST OF APPROVED MAKES**

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Description of Item</th>
<th>Makes to be used</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Submersible Pump set</td>
<td>KALAMA Pumps &amp; Motor, KSB Pump &amp; Motor</td>
</tr>
<tr>
<td>2</td>
<td>G.I. Pipes</td>
<td>TATA, JINDAL,</td>
</tr>
<tr>
<td>3</td>
<td>G.I. Fittings</td>
<td>R, KS, HB, UI,</td>
</tr>
<tr>
<td>4</td>
<td>MS / GI Pipes</td>
<td>Jindal – Star / TATA / SAIL</td>
</tr>
<tr>
<td>5</td>
<td>Electrical accessories to Motor Control Panel</td>
<td>L&amp;T, Havells, Siemens</td>
</tr>
<tr>
<td>6</td>
<td>1100 V grade PVC insulated stranded/ flexible copper conductor wire with size in sq.mm. embossed on cable surface.</td>
<td>Finolex, R.R. Kable, L&amp;T, Mescab</td>
</tr>
<tr>
<td>7</td>
<td>HDPE Pipes</td>
<td>Utkarsh, Ori-plast, Duraline India, Supreme Industries</td>
</tr>
<tr>
<td>8</td>
<td>Cement (PPC)</td>
<td>ACC, Lafarge, Ultra tech</td>
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<tr>
<td>9</td>
<td>Steel</td>
<td>Tata, RINL</td>
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