TENDER DOCUMENT

TENDER No: NERO/CON/808/370 Dated 16.01.2020

FOR

Tender for work of “Restoration of river Dibang and Lohit to their original course (Phase-v)-Conversation of the existing tie bund across the spill channel of river Dibang in to full-fledged embankment at Bahbari from ch. 1350.00 mtr to 2550.00 mtr d/s including laying of geo-bags and other allied works.” (Pkg-3)

VOLUME–II

NOTICE INVITING e-TENDER

ADDITIONAL CONDITIONS OF CONTRACT

TECHNICAL SPECIFICATIONS

DRAWINGS
ENGINEERING PROJECTS (INDIA) LTD.  
(A Govt. of India Enterprise)  

Tender No. NERO/CON/808/370  
Dated 16.01.2020

NOTICE INVITING e-TENDER (NIT)  
Tender for work of “Restoration of river Dibang and Lohit to their original course (Phase-v)-Conversation of the existing tie bund across the spill channel of river Dibang in to full-fledged embankment at Bahbari from ch. 1350.00 mtr to 2550.00 mtr d/s including laying of geo-bags and other allied works.” (Pkg-3)

Engineering Projects (India) Ltd., on behalf of Ministry of Jal Shakti invites open e-Tenders from the eligible contractors/firms who fulfill the eligibility criteria as per the brief particulars of scope for Restoration of river Dibang and Lohit to their original course (Phase-v)-Conversation of the existing tie bund across the spill channel of river Dibang in to full-fledged embankment at Bahbari from ch. 1350.00 mtr to 2550.00 mtr d/s including laying of geo-bags and other allied works in single stage Two Bidding system (Technical bid & Price bid) for the following works:

<table>
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<tr>
<th>NAME OF WORK</th>
<th>Restoration of river Dibang and Lohit to their original course (Phase-v)-Conversation of the existing tie bund across the spill channel of river Dibang in to full-fledged embankment at Bahbari from ch. 1350.00 mtr to 2550.00 mtr d/s including laying of geo-bags and other allied works.</th>
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| ESTIMATED COST | Rs.3,49,81,408.00  
(Rupees Three Crore Forty Nine Lakhs Eighty One Thousand Four Hundred Eight Only) |
| EARNEST MONEY DEPOSIT (EMD) | Rs. 3,49,850.00  
(Rupees Three Lakhs Forty Nine Thousand Eight Hundred Fifteen Only) |
| TENDER FEE | Rs.11,800.00  
(Rupees Eleven Thousand Eight Hundred only)  
(GST @ 18% included) |
| COMPLETION PERIOD | 10 (Ten) Months |

The brief scope of work in this tender shall include (but not limited to) providing all labour materials, tools and plant, transportation to site storage and safe custody of the materials, erection, testing, commissioning all complete, rectification, maintenance during defect liability period for the project of “Restoration of river Dibang and Lohit to their original course (Phase-v)-Conversation of the existing tie bund across the spill channel of river Dibang in to full-fledged embankment at Bahbari from ch. 0.00 mtr to 2160.00 mtr u/s including laying of geo-bags and other allied works” all complete except those which are specifically mentioned to be excluded elsewhere in tender documents as mentioned above. Apart from above, any other service not mentioned above but required as per direction of EPI is deemed to be included in the scope of work. The work is to be carried out on percentage rate basis as per bill of quantities and tender conditions. The detailed scope of work is given in tender document.

Time schedule of Tender activities:
The tenderers can submit their query on or before 24.01.2020 by 12.00 hours to nerocontracts@gmail.com or by post to the address given at sl.no 14 below.

Contractors who fulfill the following requirements are eligible to participate in this tender. The joint ventures/Consortium is not accepted.

**a) The bidder** must have experience of having satisfactorily completed following “similar works” during the last 7(seven) years ending last day of month previous to the one in which applications are invited.

- Three similar works each costing minimum **40%** of the estimated cost put to tender  
  OR
- Two similar works each costing minimum **60%** of the estimated cost put to tender  
  OR
- One similar work costing minimum **80%** of the estimated cost put to tender

i. The “similar works” shall mean any type of river terrain protection works like canal, dam, weir, drainage works width more than 6 meters, bridge works over river, execution of Guide Bund, Bank Protection, Retaining wall works and Road works etc.

ii. The cost of free issue materials shall not be included in the completion cost of works.

iii. For evaluation purpose, the completion cost of works mentioned in the completion certificate shall be enhanced by 7% per annum till the end of month prior to date of NIT.

iv. The experience certificates issued by Government Organizations/Semi Government Organizations/State Government / Public Works Department / Central Government/Public Sector Undertakings/ Autonomous Bodies/Municipal Bodies/Public Limited Companies listed on BSE/NSE shall only be accepted for assessing the eligibility of the tenderer. However, the certificates issued by Public Limited Company can be considered only if they are supported by TDS certificates in support of value of work done by the tenderer. TDS certificate for full contract value as mentioned in the work order must match failing which the same shall not be considered.

**b) Should have had average annual financial turnover of at least 50% of the estimated cost put to tender during the immediate last three consecutive financial years ending on 31.03.2019** duly supported by annual financial report (i.e. audited copies of balance sheet and profit and loss statement) and certified by Chartered Accountant along with Income Tax return for last 03 financial years. Turnover means income from construction works only.
c) Should not have incurred any loss in more than two years during the immediate last five consecutive financial years, ending 31.03.2019. Copies of balance sheet/Certificate from Chartered Accountant duly self attested by the tenderer shall be submitted.

d) Should have a Solvency of 40% of the estimated cost issued by his bankers in the name of the bidder. The Solvency Certificate should not have been issued earlier than one year of last date of submission of the tender.

e) Should have valid Permanent Account Number of Income Tax and GST registration certificate.

f) Should have valid PF Registration number. In case the bidder does not have this registration number, he shall remain bound to obtain them within one month from the date of LOI or before release of 1st R/A bill whichever is earlier.

g) Bid Capacity: The bidding capacity of the tenderer should be equal to or more than the estimated cost of the work put to Tender.

The Bidding capacity shall be worked out by the following formula:

\[
\text{Bidding Capacity} = [A \times N \times 2] - B
\]

Where,

A = Maximum value of construction works executed in any one year during the last five years taking into account the Completed as well as works in progress ending last day of the month previous to the one in which applications invited.

N = Number of years prescribed for completion of work for which bids have been invited

B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited. The Tenderer is requested to furnish the existing commitments of works under execution along with stipulated period for completion of remaining for each of the work should be furnished in an affidavit on non-judicial stamp paper of value of Rs. 100/- duly certified that the particulars furnished are correct as per the Performa in Annexure-A

h) Site visit for the subject tender is mandatory. The bidders shall visit the site to Study/assess the tendered work and also acquaint themselves of the prevailing local conditions & detail requirement of the project work before submitting their bid. Bidder has to enclose a certificate counter signed by EPI official or furnish undertaking for having visited the site.

i) Bidders who intend to get exemption from submission of Tender fee and EMD shall submit confirmation letter whether they are registered under MSME Act or not and if yes, then relevant copies of the registration letter (Registered under single point registration scheme of NSIC, Govt. of India, Ministry of MSME, New Delhi) vide Gazette Notification dated 26.03.2012 along with the form of Memorandum-2 (with the concerned DIC) certificate in the appropriate category and limit as applicable under the present tender to be enclosed in Technical Bid and a request letter for exemption from submission of Tender fee and EMD.

j) Even though an applicant may satisfy the eligibility criteria, EPI reserves the right for not issuing the tender document if he has record of poor performance such as abandoning work, not properly completing the work, delay in execution of work, poor quality of work, financial failure / weakness etc.
k) The experience certificates issued by Government Organizations / Semi Government Organizations/ State Government / Public Works Department / Central Government / Public Sector Undertakings/ Autonomous Bodies/Municipal Bodies/Public Limited Companies listed on BSE/NSE shall only be accepted for assessing the eligibility of the tenderer. However, the certificates issued by Public Limited Company and Private Party can be considered only if they are supported by TDS certificates/Turnover Certificate from Chartered Accountant in support of value of work done by the tenderer.

l) Completion certificates from the client shall be in the name of the company who is submitting the tender. The contractor has to produce original documents for their verification as and when demanded by EPI. The tender of any tenderer shall be rejected if on detailed scrutiny; documents submitted along with the tender are found to be unsatisfactory / forged. The decision of EPI in this regard shall be final and the binding on the tenderer.

m) Relevant experience certificates and other documents as mentioned above fulfilling the qualifying criteria duly self-attested by the tenderer shall be enclosed in Envelope-1. Completion Certificates from clients shall be in the name of the Company who is submitting the tender. The bidder has to produce original documents for verification at the time of opening of tender or as and when demanded. The Tender of any tenderer shall be rejected if on detailed scrutiny, documents submitted along with the tender are found to be unsatisfactory. The decision of EPI in this regard shall be final and binding on the tenderer.

n) The tenderers may note that they are liable to be disqualified and not considered for the opening of Price Bid if:
   i. Representation in the forms, statements and attachments submitted in the pre-qualification document are proved to be incorrect, false and misleading.
   ii. 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 contractor, inordinate delay in completion, consistent history of litigation / arbitration awarded against the contractor or any of its constituents or financial failures due to bankruptcy etc. in their ongoing / past projects.
   iii. They have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the Tender.
   iv. 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 contractor in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Tenderers.

The credentials of the Bidders shall be verified and inspection of the works, if required, to be carried out by EPI. If not found satisfactory, their bid will be considered non-responsive.

2.0 Tender documents comprising of the following are available on the website of EPI: www.engineeringprojects.com, CPP-Portal: www.eprocure.gov.in and as well as on MSTC portal https://www.mstcecommerce.com/eprochome/EPIL.
Volume I: Instructions to Tenderers, Addendum to Instructions to Tenderers, Special Instructions to Bidders for e-Tendering & General Conditions of Contract (ITT&GCC) of EPI

Volume II: a) Notice inviting Tender
b) Additional Conditions of Contract
c) Tender Drawings (as mentioned in the list)

3.0 Interested bidders have to necessarily register themselves on the portal http://www.mstcecommerce.com/epronline/EPIL through M/s MSTC Ltd., Kolkata to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s MSTC Ltd., Kolkata at following address to complete the registration formalities:

M/s MSTC Limited,
30 / 31A, 1st Floor, Jeevan Vikas Bhawan,
Asaf Ali Rd, New Delhi,
Delhi-110006
Contact No.: 011-23212357, 011-23215163, 011-23217850, 033-22901004

Availability: 10 AM to 5:30 PM on all working days. Email-ID: mstcnro@mstcindia.co.in

They may obtain further information regarding this tender from DGM (Contracts) at the address given at Clause No. 14.0 below from 10:00 hours to 17:00 hours on all working days till the last date of online submission of Bidding Documents.

For proper uploading of the bids on the portal namely http://www.mstcecommerce.com/epronline/EPIL (hereinafter referred to as the ‘portal’), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting M/s MSTC Ltd., directly, as and when required, for which contact details are mentioned above. The EPI in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of Section Instruction to Bidders of the Bidding Documents.

4.0 Bidders can download the bid document from the portal without paying document fees in advance; however, interested bidders have to pay tender fees for participating in the tendering and submitting the bid. For this purpose the interested bidders shall be required to pay ` 11,800/- (Rupees Eleven Thousand Eight Hundred only) (GST @ 18% included), the GSTIN of EPI for Assam is 18AAACE0061C1ZC as non-refundable document fees in the form of Demand Draft in favour of “Engineering Projects (India) Ltd.” payable at Guwahati.

The fees to be paid to MSTC are separate.

6.0 E-Bids must be submitted/uploaded along with scanned copies of relevant documents as mentioned at “Addendum to Instructions to Tenderers” on the MSTC portal on or before last date & time of online bid submission. Late bids will not be accepted.
The bid must be accompanied by Earnest Money Deposit (EMD) of Rs.4,58,500.00 (Rupees Four Lakhs Fifty Eight Thousand Five Hundred Only). This shall be in the form of Crossed Demand Draft or Pay Order (in CTS form) of any Nationalized Bank/Scheduled Bank for the full amount of EMD payable favouring “Engineering Projects (India) Ltd.”, payable at Guwahati. The EMD shall be valid for minimum period of 150 days (one hundred fifty days) from the last day of submission of tender. Tenders submitted without EMD or inadequate amount of EMD shall be rejected. The bid shall be valid for 90 days from date of opening of Price Bid.

Tender fee, EMD (In original), Power of Attorney, NSIC/MSME (Registered under single point registration scheme of NSIC, Govt. of India, Ministry of MSME, New Delhi vide Gazette Notification dated 26.03.2012 along with the form of Memorandum-2 with the concerned DIC) certificate as per Clause No.1 (i) if bidder is claiming EMD/Tender fee exemption must be submitted in physical form at the address given at Clause No. 14.0 below as stipulated under Time Schedule of Tender Activities. If the above documents are not received in time then their offer shall not be considered and EPI shall not be responsible for any postal delay in respect of submission of hard copy part of the bids.

7.0 The Terms & Conditions contained in the NIT and tender document shall be applicable.

8.0 The tenderers should note that the credentials such as value and volume of works completed, as submitted by the tenderers along with their offers shall be forwarded by EPI to Client for his opinion. The offer of tenderers against whom client does not give satisfactory remarks shall be rejected by EPI.

9.0 The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the EPI”s website/CPP portal as well as on MSTC portal https://www.mstcecommerce.com/eprochome/EPIL the bidders are required to check these websites regularly for this purpose, to take into account before uploading/submission of tender. All Corrigendum and addendum are to be uploaded duly signed & stamped with tender documents as bid Annexure.

10.0 The tenderers should note that the credential such as value and volume of works completed as submitted by the tenderers along with their offers may be forwarded by EPI to the owner, DGAR for his opinion. The offer of the tenderers against whom the Owner does not give satisfactory remarks shall be rejected by EPI.

11.0 The price bid of those bidders who are found to be prima-facie techno-commercially acceptable based on the documents submitted at the time of bid submission and subject to confirmation of authenticity of the PQ documents/ EMD /Tender fee from the concerned department/ bank with prior intimation to them. **Hence the intending bidders must furnish their e-mail id and contact phone number along with the techno-commercial part.** In case the PQ documents such as work experience certificate, bank solvency certificate etc submitted by a bidder is found to be fake the EMD submitted by him shall be forfeited by EPI without making any reference to him. Further such a tenderer shall be at a risk of losing his right to participate in any tender called by EPI for a minimum period of one year.

12.0 EPI reserves the right to accept any tender or reject any or all tenders or split the work of tender or annul this tendering process without assigning any reason and liability whatsoever and to re-invite tender at its sole discretion.
13.0 In case of tie-tender, where two firms are bidding lowest, EPI reserves the right to split the work among these bidders and / or EPI will reserve the right to award the tender to any one of such bidder.

14.0 Tender documents shall be issued by and submitted to:
   General Manager
   Engineering Projects (India) Ltd.
   North Eastern Regional Office
   4th Floor, Hindustan Tower,
   Jawahar Nagar, National Highway No.37,
   Guwahati (Assam) -781022
   (Tel No. 8486653300)

15.0 Contact details only for site related quarries:

   Shri A. Dass, Sr. Manager
   Mobile No: 9435747734

   Shri D. Dash, DGM
   Mobile No: 9831405999

For more information on EPI, visit our website at: http://www.engineeringprojects.com
For more information on the e-tender, visit website of M/s MSTC LTD: https://www.mstcecommerce.com/eprochome/EPIL
BID CAPACITY

Restoration of river Dibang and Lohit to their original course (Phase-v)-
Conversation of the existing tie bund across the spill channel of river Dibang into full-fledged embankment at Bahbari from ch. 1350.00 mtr to 2550.00 mtr d/s including laying of geo-bags and other allied works.

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(Rupees Three Crore Forty Nine Lakhs Eighty One Thousand Four Hundred Eight Only)

Bid Capacity: The bidding capacity of the contractor should be equal to or more than the estimated cost of the work put to Tender. The bidding capacity shall be worked out by the following formula:

\[
\text{Bidding Capacity} = \left[ A \times N \times 2 \right] - B
\]

Where,

A = Maximum value of construction works executed in any one year during the last five years taking into account the completed as well as works in progress

N = Number of years prescribed for completion of work for which bids have been invited

B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited (Format enclosed)

BID CAPACITY CALCULATION BY BIDDER

SIGN & STAMP OF BIDDER
ANNEXURE-A

AFFIDAVIT

(To be typed on Rs. 100/- non-judicial stamp paper)

I/We .......................................aged ..............years son of .......................................do hereby
solemnly affirm and declare as follows for and on behalf of the Firm:

LIST OF EXISTING COMMITMENT AND ONGOING WORKS

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Works</th>
<th>Client Name &amp; Address</th>
<th>Work Order Value (in Rs)</th>
<th>Work Executed till Date (Rs)</th>
<th>Balance Amount of work to be completed (Rs)</th>
<th>Balance period to complete the works (Total months)</th>
<th>Work to be completed in 10 months (Rs)</th>
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Balance Commitments during 10 months as per NIT Rs.

It is certified that the above particulars furnished are true and correct. If any information given is found to be concealed at a later date, the Contract will be terminated forthwith without prejudice to the rights thereon consequent on termination and the bidder will be blacklisted. I/We agree for debarring tendering for one year if any facts are suppressed.

SIGN AND STAMP OF BIDDER
ADDITIONAL CONDITIONS OF CONTRACT (ACC)

1.0 The following Additional Conditions of Contract shall be read in conjunction with General Conditions of Contract (GCC) of EPI and other conditions of the tender documents. If there are any provisions in these Additional Conditions of Contract, which are at variance with the provisions of GCC and other conditions of the tender documents, the provisions in these Additional Conditions of Contract shall take precedence.

2.0 Engineering Projects (India) Limited (EPI) has been selected by Brahmaputra Board, Roing Division, Roing, Arunachal Pradesh and engaged as a Project Management Consultant (PMC) for work of Restoration of river Dibang and Lohit to their original course (Phase-v)- Conversation of the existing tie bund across the spill channel of river Dibang into full-fledged embankment at Bahbari from ch. 1350.00 mtr to 2550.00 mtr d/s including laying of geo-bags and other allied works. (Pkg-3). The instant contract shall include (but not limited to) providing labour, tools and plants, machineries, detailed engineering, transport and all other components including all materials (except those which are specifically excluded from scope/present tender as spelt out elsewhere in the tender documents) required for completion of execution as mentioned in the NIT. The work site is located at Bahbari, Tinsukia, Assamh. The Location of site is at Bahbari, North side of river Brahmaputra, District Tinsukia, Assam State and is connected by Road. Nearest Rail Station is Tinsukia approx. 65.00 KM from site.

3.0 Scope of Work

Clause no 3.0 of GCC shall stand amended as below:

The items of work given in the tender documents are for general guidance of the contractors and the works shall be carried out by the contractor on percentage rate basis in conformity with the detailed drawing, scope of work, technical specifications, additional conditions of contract (including any addition/modification/ alteration/deletion made from time to time therein found essential for completion of works). The contractor shall be deemed to have satisfied himself before tendering as to the sufficiency and correctness of his tender for the works and of the rates and prices quoted in the brief specifications, drawings, scope of work and payment (billing) schedule, which rates and prices shall, except as otherwise provided, cover all obligations under the contract and all matters and things found necessary for proper completion and maintenance of the works. It shall be responsibility of the contractor to incorporate the changes that may be in the scope of work envisaged at the time of tendering and as actually required to be executed. The contractor has quoted his rates after clearly studying the scope of work given in Tender Documents availed by him by downloading from the website at the tendering stage itself and getting fully satisfied with the various items and technical intricacies involved in the work under his scope of work as envisaged in the tender. EPI shall not entertain any claim of the contractor on account of error or omission by him in this respect except what is admitted by the client.

Scope of Works:

1. Clearing light jungles and tress up to 50 cm girth including cutting, uprooting roots and stumps, removing them from the site of work, etc. Complete as directed.

2. Earth or sand work filling in used empty cement bags in layers as per requirement including supply of used cement bag (size: 19//x32//) with labour charge for laying and pitching earth filled bags including excavation and borrowing earth, breaking clods, filling in bags and supplying and stitching the mouth with polyester/ polypropylene thread by machine stitching, etc. Complete as directed.
3. Earth work in embankment by truck carriage in locally available ordinary soil excluding rock soil free from roots & vegetation and filling in uniform layers not exceeding 22 cm thick including cutting and clearing light jungles trees up to 50 cm girth ploughing or roughening or benching the seats, removing all debris, breaking clods up to 2.5 cm cube, dressing as per design section including payment of compensation for borrowing earth from private land or forest royalty if any, etc. complete as directed. (10% deduction will be made from the section measured quantities of the completed and compacted section earth work on account of shrinkage). For initial lead beyond 1/2 Km and up to 4.00 Km and all lifts.

4. Turfing with grass sod of largest possible rectangles of 12 cm minimum thickness and placed closely including dressing and pegging with Jati bamboo split, watering till the grass grows for a lead up to 90 cm and all lifts.

5. Filling and laying of Geo bags type –B (2.00 m x 1.50m) including excavation of specified silt from flood plain or adjacent chars within a distance of 90 m from work site. Filling geo bags with sand weighing 1700.00 kg after filling, stitching the mouth of the filled bags with polypropylene thread with power driven double needle machine, stacking the same in batches of 100, carrying the same in the dumping site including all handling charges and local carriage within a distance of 100m and laying properly as directed.(Geo bags will be supplied by the Client, Brahmaputra Board without boat).

6. Supplying & laying non woven Geo-textile fabric sheet of 300 GSM manufactured from 100% virgin polypropylene (PP) fiber with minimum properties as i) Tensile strength ≥12kn/m ii) Mass ≥ 300.00 Gm/m² iii) CBR puncture strength ≥3.5 KN/m² iv) elongation @ break (wrap) ≥ 54% v) elongation at break (weft) ≥60% vi) Abrasion ≥70% vii) UV resistance @ 500hours ≥70% viii) AOS ≤ 75 micron ix) permittivity ≥ 1.25 x) Trapezoidal tear strength ≤ 340 N xi) permeability = 2.00x10.3 m/sec xii) seam strength = 80% of Geo-textile strength. Stitching of Geo fabric sheet should be Ring spun yarn stitches with 2500-3000 denier double line chin stitch with overlap with stitches along the edges @ minimum 15 stitches per 100 mm. Each roll of Geo fabric sheet should be supplied in properly packed bundle and should be marked with name of manufacturer and Batch No, clearly on each bundle and mentioning properly the GSM and type of polymer. Test certificate from approved NABL accredited and ISO certified laboratory should be invariably be submitted against each batch of material.

4.0 Mobilization Advance

No mobilisation advance shall be paid and hence clause no. 8.0 of GCC shall stand deleted.

5.0 Safety Code:

General

Contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with safety rules as stated forth herein for information and guidance: First Aid and Industrial Injuries

(1) Contractor shall maintain first aid facilities for his employee and labours.
(2) Contractor shall make out side agreements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to the EIC prior to start of construction and their telephone numbers shall be prominently posted in Contractor’s field office.
(3) All critical industrial injuries shall be reported promptly to the EIC, and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the EIC. General Rules Smoking within the battery area, tank farm
or dock limits is strictly prohibited. Violators of the no smoking rules shall be discharged immediately Contractors Barricades.

(1) Contractor shall erect and maintain barricades required in connection with his Operation to guard or protect.

   (a) Excavations.
   (b) Hoisting areas.
   (c) Areas adjudged hazardous Contractor’s or Owner’s inspectors.
   (d) Owner’s existing property subject to damage by Contractor’s operations.
   (e) Railroad unloading spots.

(2) Contractors employee and these of his sub-contractors shall become acquainted with owner’s barricading practices and shall respect the provisions thereof.

(3) Barricades and hazardous areas adjacent to but not located in normal routes of travel shall be marked by red flasher lanterns at nights. Scaffolding:

(i) Suitable scaffolding should be provided for workmen for all works that safety be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder shall be given an inclination not steeper more than 1 in 4 (1 horizontal and 4 vertical )

(ii) Scaffolding or staging than 4 meters above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise rewarded at least 3 ft.

High above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as maybe necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

(iii) Every opening the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 metre.

(iv) Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform of the gangway or the stairway is more than 4 metres above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in above.

(v) Safe-means of access shall be provided to all working platforms and other working places, every ladder should be securely fixed. No portable single ladder shall be over 9 metres in length while the width between side rails in rung ladder shall in no case be less than 30cms for ladder up to and including 3 metres in length. For longer ladder this width should be increased at least 5 mm for each additional foot of length. Uniform steps spacing shall not exceed 30 cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the site of work shall be so stacked or placed to caused anger or inconvenience to any person or public. The Contractor shall also provide all necessary fencing and light to protect the workers and staff from accidents, and shall be bound to bear the expenses of defense of every suit, action or other proceedings of law that may be brought by any person for injury sustained owing to neglect of the above precautions and pay any damages and costs which may be awarded in any such suit or
action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.

Excavation and Trenching
All trenches 1.2 metres or more in depth, shall at all times be supplied with at least one ladder for each 50 metres length or fraction thereof.

Ladder shall be extended from bottom of the trench to at least 1 metre above the surface of the ground. The sides of the trenches which are 1.5 metres in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 metres of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

Demolition:

(i) Before any demolition work is commenced and also during the progress of the work.
(a) All road and open areas adjacent to the work site shall either be closed or suitably protected.
(b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
(c) All practical cares shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

(ii) All necessary personal safety equipment as considered adequate by the Engineer-in-charge (i.e. EIC) should be kept available for the use of the persons employed on the site and maintained in condition suitable for immediate use, and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

(a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
(b) Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.
(c) Those engaged in welding and cutting works shall be provided with protective face and eye shields, hand gloves etc.
(d) Stone breakers shall be provided with protective goggles and protective clothing, and seated at sufficiently safe intervals.
(e) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to gate in to the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or board to prevent accident to the public.

(f) The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken,
(1) No paint containing lead or lead product shall be used except in the form of paste or ready-made paint.

(2) Suitable face masks should be supplied for use by the workers when Paints are applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

(3) Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash them during and on cessation of.

(iii) When the work is done near any place where there is a risk of drowning, all Necessary safety equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

(iv) Use of hoisting machines and tackles including their attachments, chorage and supports shall conform to the following standards or conditions:

(a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good working order.

(b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.

(c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 12 years should be in charge of any hoisting machine including any scaffolding, which or give signals to the operator.

(c) In case of every hoisting machine and of every chain ring hook, shackle, swivel, and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load of the conditions under which it is applicable which shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

(e) In case of departmental machine, the safe working load shall be notified by the Engineer-in-charge. As regards Contractor’s machines, the Contractor shall notify the safe working load of the machine to the Engineer-in-charge whenever he brings any machinery to site of work and get it verified by the Engineers concerned.

(v) Motors, gearing transmission, electric wiring and other dangerous part of hoisting appliances should be provided with such means as to reduce to the minimum the accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part or any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

(vi) All Scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
(vii) These safety provisions should be brought to the notice of all concerned by the displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.

(viii) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Welfare Officer, Engineer-in-Charge or safety Engineer of the administration or their representatives.

(ix) Notwithstanding the above clauses there is nothing in these to exempt the contractor from the operations of any other Act or rules in force in the Republic of India. The works throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpaths at the site or in the vicinity thereto or any exiting works whether the property of the Administration or of a third party. In addition to the above, the Contractor shall abide by the safety code provision as per C.P.W.D. Safety Code and Indian standard Safety Code framed from time to time.

(x) The contractor shall keep one four wheeler vehicle such as EECO or equivalent / Motor Boat with driver / operator, fuel & lubricant for meeting any emergent condition at site on full time basis under the instant contract till the works are completed and taken over by the Owner.

(xi) The contractor shall also construct a suitable office accommodation at site at his cost to ensure safe and proper custody of all drawings, documents, appliances including easy access to them and relief to the staff and other personnel in case of any exigency. The office should be fully equipped with basic facilities such as telephone, internet, regular electric and water supply, computer/ typing with printing facilities, storage of documents and datas like almirahs or file cabinets etc.

6.0 Retention Money

The clause no. 10.0 of GCC shall stand amended as below:

An amount @5% (Five percent) of the gross value of the running bill shall be deducted from each running bill by way of retention money. In case the EMD has been deposited by the contractor in the form of demand draft, the said amount of EMD shall be adjusted first towards the retention money and further recovery of retention money shall commence when the upto date amount of retention money exceeds the amount of EMD deposited in the form of demand draft. The retention money shall become refundable to the contractor at the end of the defects liability period free of any interest provided always that the contractor has rectified all the defects arising during the defect liability period pertaining to his scope of work, EPI did not have to incur any expenditure in setting right the defects, if any, pertaining to the contractor’s scope of work, the contractor has demolished and removed all structures including foundations and with-drawn fully from the worksite and EPI has received the clearance certificate from the concerned Labour Enforcement Officer/RLC pertaining to the labour etc. deployed by him at the work site or there is nothing on record against him in the local market affecting functions of EPI. In case EPI has been required to make any expenditure on any of these accounts EPI will keep the retention money till the time all these matters are settled in full including recovery of the expenses, if any, made by EPI from the retention money. Further the contractor has to furnish a ‘No Claim’ certificate to EPI in confirmation of his having no claim on getting refunded the retention money to EPI at the time of claiming refund of retention money.

Further, Retention Money deducted in such manner shall be released after completion of works in all respect certified by Engineer In-charge against furnishing of Bank Guarantee of equivalent amount as per EPI’s prescribed format valid for 3 months after defect liability period.
7.0 Setting out works

The Engineer-in-Charge shall furnish the Contractor with only the four corners of the work site and a level benchmark and the Contractor shall set out the works and shall provide and efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

The Contractor shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The Contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and centre line marks, either existing or supplied and fixed by the Contractor. The work shall be set out to the satisfaction of the Owner. The approval thereof or joining with the Contractor by the Owner in setting out the work, shall not relieve the Contractor or any of his responsibilities. Before beginning the works, the Contractor shall at his own cost, provide all necessary reference and level posts, pegs, bamboo, flags, ranging rods, strings and other materials for proper layout of the work in accordance with the scheme for bearing marks acceptable to the Owner. The Centre, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct marks at the centre to enable a theodolite to be set over it. No work shall be started until all these points are checked and approved by the Engineer-in-Charge in writing but such approval shall not relieve the Contractor of any of his responsibility. The Contractor shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction. Pillars bearing geodetic marks located at the sites of units of works under construction should be protected and fenced by the Contractor. On completion of works, the Contractor must submit the geodetic documents according to which the work was carried out.

8.0 Responsibility for level and alignment

The Contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall rectify effectually any errors or imperfections therein. Such rectifications shall be carried out by the Contractor, at his own cost, when instructions are issued to that effect by the Engineer-in-Charge. It is highly possible that there shall be more than one agency working at the same time at the site. The contractor shall at all times remain bound to co-ordinate with the agencies, deployed by EPI for the above works, including providing free access and making required provisions for them in execution of works pertaining to their portion of works. He shall also remain bound to ensure uninterrupted progress of work by these agencies in a peaceful and smooth manner. He shall also remain bound to make the required changes/additions/alterations in the works done by him to accommodate the items under the scope of work of such other agencies deployed by EPI or the client. The contractor is deemed to have made the estimated allowances in this respect while quoting his rates at the tendering stage.

Even though EPI has taken all care to attach all the drawings as vetted by the client it shall be the responsibility of the contractor to interpret the drawings for completion of the works under this contract.

The list of minimum tools, plant and machinery to be provided by the contractor within the period mentioned against the respective item is given at Annexure-A.
9.0 The following shall also be read with clause number 13 of the GCC:

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

b) The bidder/contractor must submit as an compliance under GST Act, the invoices in GST complaint format failing which the GST amount shall be recovered/ adjusted without any prior notice from the next invoices or available dues with EPI.

c) The bidder/contractor are required 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 intimation.

d) The rates quoted by the contractor shall be “inclusive of all taxes and duties, cess including GST” which shall be reimbursed to him subject to raising of tax invoice and filing of return and payment of tax as per GST law, failing which EPI shall not be able to honour his claims for any payment. The contractor has quoted his rates knowing fully well that submission of return and display of the same on GSTN portal is mandatory.

e) In case of any reduction in rate of GST or other taxes in future or the 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 the subcontractor. 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 afterwards, the said increase of taxes shall be paid/reimbursed to the subcontractors, subject to the condition that the client reimburses the said increased taxes to EPIL.

All the above reimbursements shall be admitted to the extent these are admitted by the Owner.

f) If the bidder quotes abnormally low rate/s compared to estimated cost put to tender, in such cases the rate/s of the lowest bidder if found in rate/s of the item/s are abnormally low, then additional performance bank guarantee/s equivalent to the difference of quoted rate/s and justified rate/s of the item/s shall be required to be furnished by the bidder before issue of LOI of the work. Additional Bank Guarantee/s obtained in these context shall be returned to the bidder after the satisfactory execution (duly certified by Site In-charge) of work at site.

g) The contractor’s rates are also deemed to be inclusive of PF contribution on part of employer as applicable under the relevant laws/acts. The contractor is required to furnish PF deposit proofs progressively along with his RA bills failing which 4.70% of his gross bill value shall be hold from his RA bills/Payments. If it is incumbent upon EPI to deposit the withheld amount with EPFO, the same shall be deposited by EPI and the amount shall not be refunded to the contractor even after production of PF deposit proofs by the contractor at a later date.

10.0 The following shall stand added to the clause no 20 of GCC:

The contractor shall keep EPI indemnified against all claims, damages, compensation and expenses payable, if any, in consequence of any accident, or injury sustained by any workman or any other person employed by the contractor.
11.0 The following shall stand added to the clause no 27.0 including its sub clauses of GCC of EPI:

The contractor, within 10 days of issuance of LOI (Letter of Intent) to him shall depute at least one Project Manager civil engineering with 10 years experience, one graduate civil engineer with 10 years of post-qualification experience and two person having diploma in civil engineering with 5 years of post-qualification experience as and when instructed by the Engineer-charge. Also a full time surveyor should available at works site with total station arrangement for full tenure of work. If the contractor fail to provide them within such period or as directed by the Engineer-in-charge, EPI shall be at liberty to recover an amount Rs 30,000/- for Project Manager, Rs 25,000/- for Graduate Civil Engineer, Rs 15000/- for Diploma Engineer and 12,000/- for Surveyor per month person from any amount including the retention money due to the contractor.

12.0 The clause no 28.3 of the GCC shall stand deleted.

13.0 Secured advance:

No secured advance shall be paid to the contractor and hence clause no. 35.0 of GCC stand deleted.

14.0 The clause no. 43.2 shall stand amended as below:

The contractor shall execute the works so as to complete the works within the stipulated completion time. He shall remain bound to submit a programme of completion of items and got the same approved from EIC. Any shortfall in progress shall be proactively made good by contractor.

15.0 The following shall stand added to clause no 45.0 of the GCC:

The contractor shall at all-time remain bound to provide the samples in quantity and manner as instructed by EPI to be analysed or tested in an outside laboratory or in the field laboratory at site. The cost of testing charges is included in the prices of the contractor. EPI shall, however, be at liberty to get the materials tested independent of the contractor and the contractor shall remain bound to render all assistance to EPI in conductance of such tests including making available the materials in sufficient quantity and in time and payment of the testing charges. EPI/client shall at all times have full access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery. The contractor shall afford every facility and assistance and cost in obtaining the right and visit to such access.

EPI shall have full powers to require the removal from the premises of all materials which in their opinion are not in accordance with the specifications and in case of default, EPI shall be at liberty to employ at the expense of the contractor, other persons to remove such materials without being answerable or accountable for any loss or damage that may happen or arise to such materials. EPI shall also have full powers to require other proper materials to be substituted thereof and in case of default by the contractor, may cause the same to be supplied and all costs which may require such removal and substitution shall be to the contractor’s account.

16.0 The following shall be added to clause no 52.6 of GCC:

The field testing laboratory to be established by the contractor at his cost shall be equipped with the minimum number of testing equipment. In case the contractor fails to provide them EPI shall get them installed and debit the cost to the contractor. Tests to be conducted
as per CPWD requirements from a NABAL accredited lab or IIT and Institute of repute as approved by EPI. No extra claim will be entertained for this.

17.0 The following provisions shall supersede that of clause no 69 of GCC wherever applicable: No claim on account of extra / substituted / variation of items etc. Pertaining to the contractor’s portion of work save and except what is admitted and paid by Owner, shall be entertained or admitted by EPI. Any claim by the contractor, if not paid by the Owner, whatsoever be the reason shall not be admitted by EPI. But under no circumstances contractor shall suspend the work on the non-settlement of rates under this clause.

18.0 In case the project execution is delayed beyond the contractual scheduled completion period due to reasons attributable to the contractor, the staff and site expenses of EPI for extended period shall be paid by him to EPI at the rate of Rs. 10,000/- per month. This shall be in addition to the other recoveries, if applicable as per clause no 72 (including its sub clauses) of GCC and Penalties etc. If any, levied by Owner for the works pertaining to the contractor’s scope of work. The decision of EPI in this regard shall be final & binding on the contractor. Penalty would be imposed as per CPWD guidelines / agreement for delay in completion of the work.

19.0 The work executed by the contractor shall be subject to audit and quality control checks from Quality Control Division & Technical Audit of EPI, Client, and Inspecting Agency of the Client and Chief Technical Examiner of Central Vigilance Commission, Govt. Of India. In the eventuality of any defect/ substandard works as brought out in the report or noticed otherwise at any time during execution, maintenance period etc., the same shall be made good by the contractor without any cost to EPI. In case the contractor fails to rectify the defect/sub-standard work within the time period stipulated by EPI, EPI shall get it rectified at the risk and cost of the contractor and shall recover the amount from the dues of the contractor.

Further all works Executed by the contractor shall be subject to third party testing to be deployed by EPI for which the expenses shall be borne by the contractor within his quoted rates.

20.0 Execution of Work: Once the contract is awarded a work order will be issued to the contractor and site handed over and in no case this will be issued on back date. Time for completion will commence from the date of issue of work order. Engineer in charge will be nominated by name and communicated to all concerned and during his absence relief will be given by name. Following procedures to be ensured: -

(a) A Testing Laboratory will be established by the Agency or suitable tie up done with approved testing laboratory or consultancy for quality check.

(b) Following registers/documents will be maintained and produced when asked for: -

i. Hindrance recording register.
ii. Stage passing register.
iii. Site order book.
iv. Inspection register.
v. Materials testing register.
vi. Contractor ledger.
vii. Labour license.
viii. CAR/EAR/MCI Policy with Brahmaputra Board, Earthquake & TPL
(c) Monthly progress will be monitored and forwarded to all concerned.
(d) Time extension if required must be processed well in advance before existing completion date supported by documents like newspaper cutting, letter from user etc.
(e) If any wilful delay from contractor is noticed suitable action taken as per contract condition and work to be completed by due date by resorting to alternate means specified in contract conditions.
(f) Quality checks to be carried out at each level to be laid down percentage wise during the process of execution.
(g) If any unforeseen delay occurs the same must be resolved by coordinating with all stakeholders.

21. Preparation of Running Account Register. Work carried out by the contractor should be jointly measured and recorded.

(a) Joint Measurement.
(b) Photographs of the work carried out duly signed by Agency and EPI Site in charge.
(c) Quality test reports.
(d) Recommended Liquidity Damages for delayed works if any.
(e) RAR Movement lip.

22. Completion and Handing over of Assets to User. Once the work is completed the contractor will notify EPI in writing to handover the completed works to Brahmaputra Board. Contractor shall be bound to rectify/make good any construction defect during handing over and after handing over for the period of defect liability mentioned elsewhere in the contract. The date of handing over of the completed work shall be counted from the date of Taking over of the works by Brahmaputra Board.

It is mandatory to adhere to the guidelines for executing the works pertaining to Brahmaputra. Any deviation or failure will be treated as violation of contract and due penalty will be imposed on the Agency as deemed fit by EPI.

23. ARBITRATION: CLAUSE NO. 76.1 OF GCC SHALL STAND AMENDED AS BELOW:

23.1: 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 Arbitor 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 Arbitor 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 disputes, 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.

23.2: CLAUSE NO 76.2 OF GCC SHALL STAND AMENDED AS UNDER

“In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSE) / Port Trust inter se and also between CPSE and Government Departments / Organisations (excluding disputes concerning Railways, Income Tax, Customs and Excise Departments), such dispute or differences shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018”
24.0 EPI has awarded this contract on behalf of Brahmaputra Board (Software Technology Park of India), Owner. In case EPI ceases to or exits from the project the right and responsibility etc of EPI in the contract shall get transferred to Brahmaputra Board (Software Technology Park of India), or his nominated agency(ies).

25.0 Completion and taking over:

As soon as the works are completed the contractor shall inform EPI and EPI in turn shall inform Brahmaputra Board who will nominate a board of officers for checking/verification of completed work as per the contract for final taking over of the project.

A final certificate of rectification of all defects pointed out during handing/taking over by the nominated board of Brahmaputra Board and /or during defect liability period shall be obtain from EPI along with following to release of security deposit.

   a) Completion certificate issued by the Engineer-in-charge specifying the handing over of the work including list of inventories (fitting & fixtures).
   b) No claim certificate by the Contractor.
   c) No claim certificate from the sub-agencies/vendors engaged by the Contractor.
   d) Detail required for preparing as built drawings.
   e) Periodical services and measurement books.
   f) Manuals, Manufacture test certificates, warranty Cards and any other relevant documents etc to be submitted

26.0 LIST OF MINIMUM TOOLS, PLANT AND MACHINERY

<table>
<thead>
<tr>
<th>SL. No</th>
<th>Description</th>
<th>Minimum numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Truck / Dumper (10 ton capacity)</td>
<td>Ten nos.</td>
</tr>
<tr>
<td>2</td>
<td>Mechanical Excavator</td>
<td>Four nos.</td>
</tr>
<tr>
<td>3</td>
<td>DG Set 25 KVA (Minimum)</td>
<td>Two no</td>
</tr>
<tr>
<td>4</td>
<td>Tractor with trailer</td>
<td>Ten nos.</td>
</tr>
<tr>
<td>5</td>
<td>Water Pump</td>
<td>Two nos.</td>
</tr>
<tr>
<td>6</td>
<td>Total Station</td>
<td>One no.</td>
</tr>
</tbody>
</table>

27.0 All items in schedule of quantity are consolidated items of works inclusive of all consumable material cost, labour, tools, software, hardware, & equipments etc. All rate quoted by the contractor will be inclusive of labour, all consumable material cost, tools & equipments, accommodation including all taxes etc.

28.0 If situation demands, the printed challans in a book from with numbering will be arranged by the contractor for transport of materials necessary for the work from the stack yard to the actual place of utilization as per direction of the Engineer-in-Charge.

29.0 There is likelihood that some other works may also be under execution simultaneously by other agencies in the adjoining area. The contractor shall carry out the works without causing any hindrance/disruption to such works.

30.0 (a) The contractor shall intimate the Engineer In-Charge (EIC) about the number of labourer and number & type of equipments engaged daily for execution of the work. Two registers will be maintained by him for this purpose. He shall arrange the labourers in such a way so as to complete the works within works within the stipulated time.
(b) As the work will be executed in different locations, the contractor shall submit detailed intimation to the Engineer-in-Charge before starting the work at a new location furnishing the date from which he wants to start the work at that location. The work at the new location will be taken up with the consent of EIC.

31.0 The contractor is solely responsible for watch and ward of the machineries/equipments etc. necessary for the work till completion. For any loss, theft or damage of machineries/equipments under custody during the course of execution of the work, the contractor will be fully responsible.

32.0 The contractor shall draw the materials the departmental store/stack yard being fully satisfied regarding the specification and quantity of materials failing which no claim in any shape shall be entertained. Departmental materials shall be issued to the contractor depending upon the availability in the Departmental store. The contractor shall remain responsible for the Proper storage and safe custody of such materials received from the department.

33.0 Engineer-in-charge or his authorized representative shall check the quality of the works from time to time. Observations regarding defects communicated by him, if any, will be rectified by the contractor for which no extra claim shall be entertained in any shape.

34.0 In case situation demands, the EIC has the right to review the situation. In case it is not possible to execute the works, necessary instruction will be issued by the Department to temporarily/permanently close the works, which will be binding on the contractor and no claim whatsoever for sudden suspension/closure of works will be admissible.

35.0 The nature of the work warrants that the work may need to be executed in parts extending over a period beyond the stipulated time frame. Accordingly, the work may be awarded in parts as per necessity and the bidder has to execute it accordingly. The bidder is advised to keep this factor in mind while quoting rates for the work.

36.0 All materials brought to the site must be subject to approval of the Engineer-in-Charge or his authorized representative. Rejected materials must be removed by the contractor at his own cost from the site within 24 hours of the issue of order to that effect. In case of non-compliance with such orders, the Engineer in Charge (EIC) shall have the authority to cause such removal at the cost and expenses of the contractor and the contractor shall not be entitled to any loss or damage on this account.

37.0 Leviable Charges: The following charges, where leviable are payable by the contractor:

a. Forest Department Road toll for materials transported through forest department road.

b. Forest Royalty/Monopoly on all forest produce used like earth, soil, boulders, coarse aggregate, sand, etc. It is the contractor’s responsibility to arrange for permit of earth, soil, boulders, coarse aggregate, sand and other required materials and make payment for royalties for those. EPI / Brahmaputra Board may however facilitate in arranging the permit if it is a government quarry/government land, but contractor will have to pay the royalties as required.

c. Demurrage of whatever, if so levied due to contractor’s fault.

d. Compensation for damage, use or appropriation of private property. Such charges, if any, will be recovered by EPI / Brahmaputra Board from the contractor and will be paid to the department concerned.
e. Any charges in rates of Forest Royalty/Monopoly, GST etc. during the tenure of the work will be borne by the contractor.

38.0 Accident:

(i) It shall be the responsibility of the contractor to protect against accidents on the works and the workmen engaged by him in the works. He shall indemnify the Department against any claim for damage or for any injury to persons or property resulting from and in the course of works and also under the provision of the Workman’s Compensation Act.

(ii) On the occurrence of an accident arising out of the work which results in death or which results in death or which is so serious as to be likely to result in death, the contractor shall within 24 (twenty four) hours of such accident, report in writing, to the Engineer-in-charge and District Labour officer stating the facts clearly and in sufficient the circumstances of such accident and the subsequent action. All other accident on the works involving injuries to persons or damage to property other than that of contractor shall be promptly reported to the Engineer-in-Charge and the District Labour officer stating clearly and in sufficient details the facts circumstances of the accidents and the action taken.

(iii) In all cases, the contractor shall indemnify the Department against the contractor’s failure to report in the matter aforesaid. This includes penalties or fines, if any, payable by the Govt. as a consequence of failure to give notice under the Workmen’s Compensation Act or failure to conform to the provisions of the said Act in regard to such accidents. In the event of an accident in respect of which compensation may become payable under the Workman’s Compensation Act-VIII of 1923 including all modification thereof whether such compensation may become payable by the contractor, the Engineer-in Charge may retain payment due to the contractor such sum or sums of moneys as may in the opinion of the Engineer-in-Charge be sufficient to meet such liabilities. On receipt of award from the Labour Commissioner in respect of quantum of compensation, the difference of amount shall be adjusted

SUPERVISION, INSPECTION OF WORKS AND QUALITY CONTROL

The contractor shall either himself supervise the execution of the works or shall appoint the competent Engineer approved by the EIC, to act on his behalf. If in the opinion of the EIC, the contractor has himself no sufficient knowledge and experience to receive instructions or cannot give full attention to the works or fails to appoint a suitable qualified Engineer, the EIC will suspend the work till a suitable agent/Engineer is appointed and contractor will not get any compensation for this.

Inspection of works

The contractor shall inform the EIC in writing when any portion of the work is ready for inspection giving him sufficient notice to enable him to inspect the same without effecting the further progress of the work. The work shall not be considered to have been completed in accordance to the terms of the contract until the EIC have certified in writing to that effect. Approval of materials of Workmanship or approval of part of the work during the progress of execution shall not bind the EIC or in any way affect him even to reject the work which is alleged to be completed and suspend the issue of his certificate of completion until such alterations and modifications or reconstructions’s have been affected the cost of the contractor as shall enable him to certify that the work has completed to his satisfactions. the contractor shall provide at his own cost necessary ladder/boat and such arrangements to provide necessary facilities and assistance for proper inspection of all parts of the works at his own cost.
**Quality Assurance**

a) The Selected Agency shall ensure quality in its work.

b) EPI / Brahmaputra Board by itself or by appointment of third party may carry out quality audit assurance of works executed by Contractor. Contractor will provide access for inspection of site, Material, Specifications and other documents as required for checking quality assurance. The deficiencies, brought out shall be promptly get attended by Contractor and compliance report shall be submitted to EPI / BRAHAMPUTRA BOARD will be final and binding for Contractor.

16. **SETTLEMENT OF DISPUTES**

The parties shall use their best efforts to settle amicably all dispute arising out or of in Connection with this contract or the interpretation thereof. Any Dispute arising which Cannot be amicably settled between the parties shall be referred for arbitration. The legal Jurisdiction will be “Gauhati High Court”.

Notes:
1) The period mentioned above shall be reckoned from the date of start of commencement of work as mentioned under this contract.

2) The quantities and list of equipment indicated are tentative and can be increased/amended 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 contract documents.

3) The contractor will not be allowed to take out equipment from the site without the written permission of Engineer-in-Charge.

(Signature and seal of the Tenderer)