Tender for Supplying & Laying of Sewerage Line (from Student Activity Centre to STP, 1BHK Apartments to VC Bungalow and Canteen to Girls Hostel) in the premises of RGUKT, Basar, Nirmal District, Telangana State-504107

VOLUME – II

Additional Conditions of Contract and Drawings
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ADDITIONAL CONDITIONS OF CONTRACT (ACC)

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

2.0 Introduction

Tender for Supplying & Laying of Sewerage Line (from Student Activity Centre to STP, 1BHK Apartments to VC Bungalow and Canteen to Girls Hostel) in the premises of RGUKT, Basar, Nirmal District, Telangana State.

The following clauses of Additional Conditions of Contract (ACC) shall be applicable for this contract:

These Additional Conditions of Contract shall be read in conjunction with General Conditions of Contract, Instructions to Tenderers (ITT), Notice Inviting Tenders (NIT), Bill of Quantities (BOQ), Tender Drawings, and Technical Specifications & Other Tender Documents.

GENERAL

The work in general shall be carried out as per the latest Andhra Pradesh detailed specifications with up to date correction slips, unless otherwise specified in the nomenclature of the individual item or as per specifications provided with this tender. Any item not covered under these specifications shall be carried out as per approved specifications. In case any item is not covered in any of these documents, the same shall be carried out as per the latest BIS Code in practice or as per approval of Engineer in Charge of EPIL.

Where any portion of additional conditions of contract is repugnant to or at variance with any provision of the Instructions to Tenderers and General Conditions of contract and/or the other documents forming part of the contract then unless a different intention appears the provision of the additional Conditions of Contract shall be deemed to over-ride the provisions of the general conditions of contract and/or the other documents forming part of the contract only to the extent such repugnant/variations in the additional conditions of contract as are not possible of being reconciled with the provision with Instructions to Tenderers or General Conditions of contract and/or the other documents forming part of the contract.

3.0 DEFINITIONS

Definitions as per General Conditions of Contract (GCC) shall be amended or the following definitions appended as under

The words “Site” in various clauses of General Conditions of Contract (GCC) and other documents of this Tender shall mean “Tenders for Supplying & Laying of Sewerage Line (from
Additional Conditions of Contract

Engineering Projects (India) Limited

Student Activity Centre to STP, 1BHK Apartments to VC Bungalow and Canteen to Girls Hostel) in the premises of RGUKT, Basar, Nirmal District, Telangana State”.

a) Wherever the sentence “the cost to be incurred by the Contractor shall deemed to be included in the quoted rates of the BOQ items” as mentioned in various General Conditions of contract is appearing, the same shall be read as “the cost to be incurred by the contractor shall deemed to be included in the BOQ rates including the percentage quoted on the BOQ rates / amount.”

b) Wherever in General Conditions of Contract, approval of EPIL / Executing Agency is mentioned, it shall include the approval from the Owner’s representative also.

APPROACH TO SITE

The proposed site of “Tenders for Supplying & Laying of Sewerage Line (from Student Activity Centre to STP, 1BHK Apartments to VC Bungalow and Canteen to Girls Hostel) in the premises of RGUKT, Basar, Nirmal District, Telangana State.”

SCOPE OF WORK

The scope of work, in general, includes Tenders for Supplying & Laying of Sewerage Line (from Student Activity Centre to STP, 1BHK Apartments to VC Bungalow and Canteen to Girls Hostel) in the premises of RGUKT, Basar, Nirmal District, Telangana State. (hereinafter referred to as “Works”) as per Technical specifications, Designs, Drawings, BOQ, Instructions and Terms and Conditions given in Tender Documents and its amendments/clarifications etc. received from Client/ EPI from time to time.

4.0 TIME SCHEDULE & PROGRESS

“The contractor shall also furnish within 10 days of date of letter/ telegram of Intent a Time and Progress Chart (Bar Chart) for completion of work within stipulated time. This time & progress chart shall be based on the milestones given hereunder. This will be duly got approved from EPIL. This approved Bar Chart shall form a part of the agreement. Achievement of milestones as well as total completion has to be within the time period allowed. The milestones to be applicable for this contract shall be as under:

The contractor shall also ensure achievement of following mile stones in terms of financial targets, failing which intermediate liquidity damages shall be liable to be effected as per terms and conditions in GCC;

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Time allowed for Achievement of financial Targets (since inception of project)</th>
<th>Financial Achievement During the Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1 Month</td>
<td>25%</td>
</tr>
<tr>
<td>2</td>
<td>3 Months</td>
<td>70%</td>
</tr>
<tr>
<td>3</td>
<td>4 Months</td>
<td>100%</td>
</tr>
</tbody>
</table>
5.0 COMMENCEMENT OF CONTRACT PERIOD

The date of start of contract shall be reckoned 10 days from the date of issue of telegram / letter of Intent of acceptance of Tender.

6.0 DEFECT LIABILITY PERIOD:

Defect Liability Period as per GCC Clause No: 74.0 stands amended as “Guarantee period” and total time period of guarantee period is twelve months (12 months) from the date of taking over of the works by the Client/ RGUKT.

7.0 SECURITY DEPOSIT:

In the event of award of “Works”, Contractor shall submit to EPI, Bank Guarantees OR Demand draft (in the name of Engineering Projects (I) Ltd., payable at Chennai ) from a Nationalised Bank / Scheduled Bank towards security deposit @ 2.5%(Two Point Five) of the contract value of the accepted tender within 10 days from the date of LOI as per the EPI format enclosed and BG shall be valid upto the defect liability period i.e 12 Months from the date of completion and taking over of project by client, with claim period of 6 months failing which EPI at his discretion may revoke the LOI & forfeit the EMD furnished along with tender. Security deposit will be returned to the contractor after satisfactory completion of Project and defect liability period. CAR & WC Policy should submit within 15 days after issue of LOI.

8.0 RETENTION MONEY :

The Retention Money shall be deducted from each running bill of the Contractor at 7.5% (Seven point five only) of the gross value of the Running Account bill. 5% of the retention money shall be refunded to the contractor after completion of the Project successfully upto the satisfaction of EPI/ CLIENT along with final Bill and another 2.5% after defect liability period.

9.0 MOBILIZATION: No mobilization advance shall be paid and hence clause no. 8 of GCC shall stand deleted.

10.0 SECURED ADVANCE: No mobilization advance shall be paid.

11.0 PRICE ADJUSTMENT : Not applicable

12.0 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 are inclusive of all taxes and duties etc. excluding GST (GST as per applicable shall be released on submission of documentary evidence of payment made towards GST).

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

6. Labour cess shall be reimbursed @ 1% of value of work done or as applicable from to time as per the directions of Government of Telangana.

**13.0 VARIATION IN TAXES & DUTIES:**

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 claimed from client.

**14.0 Seigniorage Charges:** Seigniorage charges will be recovered as per rules from the work bills of the contract or based on the theoretical requirement of material as per GO Ms. No 198 of Industries and commerce (MI) Dept. dated 13-08-2009 at the rates decided by Govt. time to time. Seigniorage charges added as per latest TSSSR 2016-17, hence no revision in rates even if the Govt. increases.

**15.0** It is the responsibility of the contractor for getting the approval from the local statutory authorities such as town planning / municipal authorities / electricity board/fire department etc. and other department for the works executed at site as per the approved plans and designs etc. The statutory fees payable for approval shall be made directly to the local government department / state authorities by EPIL/RGUKT authorities. Other incidental expenditure if any shall be borne by the contractor and no reimbursement will be made for the same.

**16.0** The contractor is responsible for obtaining the connection for water supply, sewer connection, electric connection and other connections if any from local authorities/state Electricity board.

**17.0** Concrete mixed design shall be carried out by the contractor at his own cost from approved laboratory before starting the work.

**18.0** For items not covered under any of the specifications mentioned in Tender Documents, the works shall be carried out as per APSS Specifications/manufacturer’s specifications/General Engineering Practice and/or as per directions of Engineer-in-Charge. The rate for such extra work shall be derived as as follows:
Additional Conditions of Contract
Engineering Projects (India) Limited

a) If the item is available in TG SOR 2019-20, contractor has to execute the item with the same rate.

b) If the item is not available in SOR 2019-20 and similar item is available, rate for such extra work shall be derived from the similar item by adding or deleting the differences.

c) If the rate for any item is not possible to derive as mentioned above, the rate for which shall be derived by analyzing as per the prevailing market rates.

19.0 The Contractor shall procure Reinforcement steel and Structural steel required for the works directly from the Manufacturer.

20.0 The contractor should invariably obtain necessary manufacturers test certificates from the suppliers of steel and cement for each and every consignment and furnish them to the Engineer-in-charge before use on works.

21.0 The original bills of procurement should be submitted to the Engineer-in-charge for making payment of the item. The contractor shall purchase the steel and cement on the name of work, the name of contractor and furnish the same to the Engineer-in-charge. The steel and cement without the above two names will not be accepted on the works.

22.0 If any difference is observed on carriage inwards, carriage outwards and theoretical requirement of steel and cement for finished works, recovery at double the rate will be effected from the contractors bills for the quantity varied above the allowable limits.

23.0 Three sets of As Built Drawings shall be submitted by the contractor in hard and soft copies.

24.0 For all Schedule BOQ items the nomenclature /rates/ unit of TG SOR items shall be followed. In case any ambiguity is observed in Scheduled BOQ items relevant TG SOR item will hold good.

25.0 The contractor will arrange to carry out total station survey before start of work and after completion of work, if requires, at his own cost.

26.0 All the cost of travel, lodging, boarding etc. towards visits by Client, their Consultant etc. to the manufacturing units/works for the inspection of materials, equipment etc. under the scope of work of Contractor shall be borne by the Contractor.

27.0 Water and Electricity required for constructions activities shall be arranged by the Contractor on their own and no payment shall be released for the same. The rates quoted by the Contractor are deemed to be inclusive of above.

28.0 From clause 28.3 of GCC providing Furnished Office Accommodation & Mobility and Communication to be provided to the EPI staff is deleted.

29.0 Payments for the work done shall be released to Contractor within fifteen working days of receipt of RA Bill duly certified by EPI’s representative including mobilization advance and secured advance etc. and after deducting recoveries if any. Recovery / Adjustment of the
Mobilization advance and secured advance shall be as per the terms of contract / APSS norms.
The final bill payment to the Contractor shall be released 30 days after submitting GST clearance certificates, EPF clearance certificate, all other clearances, approvals, certificates etc. as per agreement for the “Works” and as per statutory requirement.
The Contractor shall have no claim on EPI in case the payments are delayed by the client due to any reason whatsoever. The payment release to party will be subject to realization of funds from client.

30.0 The Contractor shall be fully responsible to complete the “Works” in workmen like manner to the satisfaction of Client and EPI by maintaining high standard of quality and precision as per ‘Tender documents’, Agreements, Terms & Conditions, Specifications, Drawings etc., within the contractual completion period and within their quoted rates/amount. In case Client reduces or increases scope of work related to Contractor’s portion of work, the same shall be binding on Contractor and the Contractor has to execute the same at rates quoted by them.

31.0 In case Contractor is awarded the “Works” and fails to execute the same as per agreed schedule of progress of work and as per specified quality and/or lags behind in activities required for timely completion of “Works”, as determined by EPI/Client, then EPI shall give 15 days written notice to Contractor to achieve the specified quality and/or to deploy adequate resources to the satisfaction of EPI, for timely completion of “Works”. Upon expiry of the notice period, if Contractor fails to achieve specified quality and/or fails to take action for timely completion of “Works”, then EPI shall have option to withdraw the remaining work partly or in full from Contractor and get the same executed at the risk and cost of the Contractor from alternative agency/agencies besides encashment of the guarantees submitted by the Contractor. The decision of EPI in this regard shall be final and binding on the Contractor.

32.0 The Contractor confirms that it holds EPF Code number, GSTIN on Works contract number, Service tax registration number, PAN (Permanent Account Number of Income Tax) etc. and shall be responsible for depositing EPF subscription and contribution for labour and staff employed by it on the “Works” and Service tax, other taxes, duties and dues etc. as per statutory requirements and documentary evidence of same shall be provided to EPI. The Contractor shall also be responsible for labour welfare and for arranging labour and other licenses/permits/clearances etc. for the project at their own cost. The Contractor shall comply with all the requirements as per labour laws/acts. All the records in this regard shall be maintained by Contractor as per statutory requirements and rules and shall be produced by the Contractor on demand if required.

33.0 The Contractor shall be responsible for obtaining all approvals from EPI/Client with regard to quality of materials & workmanship and measurements etc. for their portion of work. The Contractor shall be responsible for reconciliation of issue material, if any. In case there is any shortfall of free issue items found during reconciliation, recovery at double the cost of materials prevailing at that time of recovery shall be made from the Contractor’s due payment.

34.0 In case of non-approval of Contractor’s association for the Project by the Client and/or by the corporate office of EPI due to any reasons whatsoever at any stage of the “Works”, the Contractor shall have no claim on EPI.
35.0 Income tax shall be deducted as per the prevailing rate of tax as applicable.

36.0 The Contractor shall plan and execute the “Work” in his scope of work in such a manner that the other works, connected with the “Works” of the Contractor, but not included in Contractor’s scope of work do not get affected / delayed.

37.0 The quantities indicated in the BOQ are tentative. However contractor has to execute the works as per drawings and site conditions. Payment will be released for the work executed as per the rates quoted by contractor even if the quantities increases or decreases upto any extent.

38.0 The Contractor shall deploy sufficient plant & equipment of the required capacity and in good working condition for completion of the works in stipulated time with required quality. The equipment should either be owned by the Contractor or hired/leased. The deployment of equipment by Contractor shall be as decided by EPI and the same shall not be less than the minimum deployment stipulated, if any, for execution of “Works” and as per schedule agreed with EPI. The Contractor shall make arrangement for regular maintenance including preventive and breakdown maintenance and maintain stock of essential spares at site/near to site so as to ensure minimum breakdown time of equipment. The equipment once brought to site shall not be allowed to be removed without the consent of EPI. In case the Contractor fails to deploy sufficient equipment to the satisfaction of EPI or in case of prolonged breakdown of equipment, EPI at its sole discretion shall arrange the required equipment and debit all the related costs including ten percent overheads of EPI and shall recover the same from the due payments of Contractor, including from its bank guarantees available with EPI.

39.0 Contractor shall ensure compliance with all Central, State and Local Laws, Rules, Regulations etc. as applicable or may be applicable during the course of execution, maintenance etc. of the “Works” and shall indemnify EPI against any claim or damages whatsoever on such accounts. The Contractor shall keep EPI indemnified at all times against infringement of any Patent or Intellectual Property rights.

40.0 EPI is an ISO-9001 and ISO-14001 Company. The conditions of the ISO as applicable should be followed by the Contractor for implementation & maintaining the established procedures of EPI for this purpose. Following documents have been provided by EPI to Contractor & Contractor confirms receipt of the same:

   a. Quality, Environmental, OH & safety policy
   b. Environmental, Objectives & Targets
   c. Operational control – Noise
   d. Operational control – wastage
   e. Operational control – energy
   f. Operational control – Deforestation
   g. Operational control – Plantation of trees
   h. OH & S. management objects & targets

41.0 **ARBITRATION:** Modification of arbitration’s clause no 76.0 of GCC 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.
CONCILIATION AND 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 there under and for the time being in force shall apply to the arbitration proceedings and Arbitrator shall publish his Award accordingly.

42.0 JURISDICTION:

The courts in Chennai alone will have jurisdiction to deal with matters arising from the contract.