ADDITIONAL CONDITION OF CONTRACT

1.0 GENERAL

Govt. of India, Ministry of Home Affairs, has nominated Engineering Projects (India) Ltd. (A Government of India Enterprise) as executive agency for construction of road cum fencing along Indo-Bangladesh Border (IBB) in Tripura sector. There are six water streams come across the road en-route from Srinagar / Samarganj to Harshyamukh where box culverts are proposed to be constructed.

All locations are accessible by National Highway 44 upto Manu Bazar and thereafter by all weather metalled Village roads having pavement width of 2.44 mtrs. Manu Bazar is approximately 120 kms from Agartala, the Capital of Tripura. Average distance of various locations of project site from Manu Bazar, the diversion point at NH-44, is approximately 20 to 25 kms.

All proposed Bridge sites are falling between Harshyamukh (Border Pillar No. 2183) and Srinagar / Samarganj (Border Pillar No. 2195).

2.0 SCOPE OF WORK

Scope of work shall be complete construction of six reinforced cement concrete Box Bridges at following locations along IBB road cum fencing as per Design, Drawing and Description of items mentioned in enclosed Bill of Quantities.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Location</th>
<th>Span / Length of RCC Box Bridge</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Near BP 2185/9S</td>
<td>13.7 Mtr.</td>
</tr>
<tr>
<td>2</td>
<td>BP 2190 to BP 2191</td>
<td>15.95 Mtr.</td>
</tr>
<tr>
<td>3</td>
<td>BP 2189 to BP 2190</td>
<td>27.6 Mtr.</td>
</tr>
<tr>
<td>4</td>
<td>BP 2193-10S to 11S</td>
<td>22.3 Mtr.</td>
</tr>
<tr>
<td>5</td>
<td>BP 2188-1S to 2S</td>
<td>22.2 Mtr.</td>
</tr>
<tr>
<td>6</td>
<td>BP 2188-10S to 11S</td>
<td>33 Mtr.</td>
</tr>
</tbody>
</table>

2.1 The main components of scope of work for construction of RCC Box Bridges shall be Excavation over areas, providing and laying cement concrete in footings and bases for Columns, Reinforcement (Thermo-Mechanically treated bars) for RCC work including straightening, Cutting, Bending, Binding & placing in position, providing and laying in position machine mixed cement concrete of specified grade, 2.5 cm Premix
Carpet Surfacing, providing and laying seal coat over prepared surface of road etc. as per description of all items mentioned in enclosed bill of quantities and drawings.

2.2 The procurement and supply in sequence and at appropriate time of all materials & consumable shall be entirely the contractor’s scope of work and responsibility and his rates for execution of work shall be inclusive of supply of all these items.

3.0 PAYMENT ON ACCOUNT

Further to clause No. 37.00 General Conditions of Contract, the payments shall be released out of the funds received from Govt. of India on deposit works basis for the project.

4.0 VALUE ADDED TAXES (VAT) / DUTIES

The clause No. 13.6 of General Conditions of Contract in respect of VAT / WCT applicable on execution of work is modified to the extent given below:

The contractor shall be responsible for payment of VAT (Value Added Taxes) or WCT involved in the execution of works contract for EPI as per sales tax act applicable in the state and Rules made there under including amendments.

The WCT/VAT as applicable on works contract shall be reimbursed to the contractor by EPI as per actual on filling and settling annual sales tax return at the end of each financial year with the sales tax / commercial tax department of the state. For other taxes the clause no. 13.6 of GCC shall be applicable.

5.0 FACILITIES TO SITE-IN-CHARGE

5.1 Contractor shall provide to Engineer-in-charge immediately on award of work a NEW MARUTI VAN with driver for movement of the officials till completion of job. The operational and maintenance cost of this vehicle shall be born by contractor. In case of breakdown, contractor shall make alternate arrangements immediately failing which Engineer-in-charge will hire a vehicle and debit the cost to contractor’s account. The contractor need not to provide fax machine, photocopier, internet and computer with operator as mentioned in clause 28.3 of GCC. For rest of the facilities, clause 28.3 of GCC shall be applicable.

5.2 Necessary register and stationeries required for entering data test results shall be provided by the contractor at his own cost as advised by Engineer-in-charge.
5.3 The contractor will also provide full time one tea boy and one office boy in the office of Site-in-charge.

5.4 All above, facilities are temporary in nature and shall be the property of the contractor. Engineer-in-charge shall return to contractor when Site-in-charge does not require these facilities further.

6.0 **SPECIFICATIONS**

The work shall be executed as per the description of item given in the 'Schedule of Quantities', General Conditions, Additional Conditions of the contract and CPWD Specifications 1996 Vol. I to Vol. VI with upto date correction slips upto last date of issue of tenders.

7.0 **DIVERSION OF WATER STREAM AND DEWATERING:**

The contractor at his own cost shall make all arrangement throughout the period of construction for diversion of flowing water in the stream which shall include construction of coffer dam or any other method approved by Engineer. The contractor shall make full proof arrangement for dewatering of surface and sub soil water also.

The contractor shall keep all the structure safe during the construction by making suitable protecting arrangement duly approved by the Engineer. This includes rainy season also.

Nothing extra shall be paid for this as the cost of all these arrangement shall be deemed included in his quoted rates.

8.0 **COMPENSATION FOR DELAY**

The contractor shall ensure adequate progress during the execution of work according to the bar-chart/work schedule. The contractor shall also maintain monthly progress strictly in accordance with bar chart/detailed work schedule that will be worked out and mutually agreed upon. If the contractor fails to maintain the above progress or fails to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy of EPI on account of such breach, pay compensation at rate of 2% (two percent) of the balance value of work for each week of delay subject to a maximum of 10% (ten percent) of the balance value of work.

In addition to the contractor shall also compensate EPI to the tune of Rs. 50,000/- (Rupees fifty thousand only) per month towards extra expenditure on establishment of EPI for extended period of the job, if the delay is due to reasons solely attributable to the contractor.
9.0 MODIFICATIONS OF CLAUSE NO. 76.0 OF GENERAL CONDITIONS OF CONTRACT (GCC)

9.1 CLAUSE NO. 76.1 OF GCC : DELETED

9.2 CLAUSE NO. 76.2 : ARBITRATION BETWEEN CENTRAL PUBLIC SECTOR ENTERPRISES INTER SE/GOVERNMENT OF INDIA DEPARTMENTS / MINISTRIES

i) In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the arbitration as per the instructions (Office Memorandums / Circulars) issued by Govt. of India from time to time with regard to arbitration between one Government Department and another, one Government Department and a Public Sector Enterprise and Public Sector Enterprise inter se.

ii) Subject to any amendment that may be carried out by the Government of India from time to time, the procedure to be followed in the arbitration shall be as is contained in D.O. No. DPE/4/(10)/2001-PMA-GL-I dated 22.01.2004 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India or any modification issued in this regard.

9.3 CLAUSE NO. 76.3 JURISDICTION

The courts in Delhi / New Delhi alone will have jurisdiction to deal with matters arising from the Contract, to the exclusion of all other courts.

10.0 ANTI MALARIA MEASURES

The contractor shall at his own expenses make necessary arrangement for undertaking anti-malaria measures as prescribed by Local Health Authorities or as directed by Engineer-in-charge.

11.0 SECURITY & SAFETY

i) The site is located near Indo-Bangladesh Border (IBB) wherein the movement of personnel is limited and regulated by security agencies. The contractor has to work as per the permission given by these security agencies from time to time and contractor must check before quoting for this job, the working hours, restrictions n working and safety of their manpower, plant & equipment. The contractor shall mobilize and organize his resources accordingly to complete the work within
stipulated time. The contractor shall have no claim on MHA/EPI or any other agency / department for any loss of man hours / machinery due to these restrictions / regulations.

ii) A general security cover shall be provided by BSF / State Police and payment of security charges, if any demanded by BSF / State Police authorities shall be borne by MHA/EPI. However, the contractor shall make his own arrangements for security and safety of his manpower, plant & equipment, materials etc. nothing extra shall be admissible on account of this and no compensation shall by paid by MHA/EPI in case the contractor’s personnel suffer body injury, loss of life or any damages caused to the plant and machinery of the contractor.