ENGINEERING PROJECTS (INDIA) LTD
(A Govt. of India Enterprise)
Bihar Police Academy Project, Rajgir, Nalanda, Bihar.

EPI/ER Site/685/PRWB/040 Dated: 09/12/2015

Special Condition of Contract (SCC)

1. Scope:
   Scope will consist of centering and shuttering including strutting, propping, staging, applying oil/grease/chemical compounds on steel plates before placement in formwork, joint sealing tapes, de-shuttering / removal of formwork on completion of the curing period, hacking of concrete surface immediately after de-shuttering, etc., tools & tackles, cutting machines, for the works at location inside Bihar Police Academy, Rajgir all complete as per CPWD specification and as directed by EPI.

   The contractor may be required to work during night as per site requirement for that purpose the contractor shall provide area illumination as per requirement for which no extra payment shall be made to the contractor.

2. Rates:
   Rates shall be quoted by the bidder in the Bill of Quantities (BOQ) as given in Annexure-I and shall include the cost of materials (except free issue materials), plants and machineries, tools and tackles, etc. and as described in the scope of work including all taxes and duties as mentioned in Sl. No. 17 of this SCC, labour camp, EPF/CPF/Statutory contributions, etc. The rate shall also include the unloading charges, carriage of shuttering material supplied by EPI from the godown at site.

3. Payment certification
   For payment purpose, the area of shuttering as certified by EPI’s client of the respective unit / front shall be taken as the quantity of shuttering done by the contractor.

   The contractor shall remain liable to rectify all the defects found during the de-shuttering period at his own cost and expenses. Nothing extra shall be paid to the contractor for rectification of defects.

4. Material issue
   Shuttering materials such as steel plates, plywood, wooden battens, runners, props, acro spans, and thermocol shall be issued to the contractor free of cost. However, the contractor shall ensure that the consequent slabs are made ready for concreting (duly vetted by BPBCC/EPI) within 21 (twenty one) days from casting of previous slab. In case, there is any delay on the part of contractor suitable recovery (as deemed fit) shall be made from the RA bills of contractor.

   Due to exigency of works at site or such other conditions in the interest of progress of work EPI may arrange materials like binding wires, nails, etc on behalf of contractor and issue to them but the cost of such materials shall be recovered (including retention money) in case those are taken on rent by EPI, from the bills of contractor.

   Unloading, proper storage of all the materials procured by EPI and issued to Contractor shall be the responsibility of the contractor. In case contractor fails to take action for unloading or proper storage of material brought to site by EPI, the same shall be arranged by EPI at the risk and cost of contractor. In case there is delay in supply of material by EPI, the contractor will have no claim on its account.
Requisition for issue of material to be submitted to EPI at least 15 (fifteen) days in advance and the contractor shall make close co-ordination with EPI officials in this regard till material is received at site. Non-issuance of material by EPI shall not be the reason for extension of time.

5. Site visit & collecting local information:
Before tendering, the tenderer is advised to visit the site, its surroundings to assess and satisfy themselves about the local conditions such as the working and other constraints at site, approach roads to the site, nature of ground, soil and subsoil condition, underground water table level, accommodations they may require etc.. Tenderer shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all respects before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained/ payable by EPI at a later date.

6. Water & electricity:
Water & electricity shall be provided by EPI at one point nearest to point of work free of cost. Further distribution at required work locations shall be arranged by the contractor. The contractor shall also arrange at his own cost and expenses potable water for his labour. Nothing extra shall be paid by EPI on this account.

7. Accommodation & Safe custody of the materials:
The contractor shall at his own risk and expense arrange accommodation for the labour and safe custody of the materials and tools and tackles brought by him and approach road to the work site for satisfactory completion of the works at his own cost. No claim from the contractor shall be entertained by EPI on this account.

8. Access to works:
The contractor shall keep the work site in tidy and easily accessible manner. Nothing extra shall be paid on this account. The works shall be executed in such a manner so as not to interfere or adversely affect or disturb works being executed by other agencies.

9. Restrictions:
On account of security considerations, there could be some restrictions on the working hours, movement of vehicles, location of labour camp etc. The contractor shall be bound to follow all such restrictions and adjust his programme for execution of the works.

10. Completion time:
The work as per scope and other terms and conditions of the present tender shall be completed within two and half (2.5) months of issuance of Letter of Intent (LOI) / Work order.

11. Reduction in contract price:
In case there is delay in completion of work beyond the completion time, an amount @0.5% of the contract price per week of delay subject to a maximum of 5% of the contract price shall be recovered by EPI from the contractor's bills by way of reduction in price for delay in completion. The contract price for this purpose shall be the amount at which the work is awarded to the contractor.

12. Quantity variation:
The limit of variation of quantities with the same rate will be as below,

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<th>Upper Limit</th>
<th>Lower Limit</th>
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<tr>
<td>Foundation &amp; connected work</td>
<td>(+) 100%</td>
<td>without any lower limit.</td>
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<tr>
<td>Other than foundation work</td>
<td>(+) 30%</td>
<td>without any lower limit.</td>
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13. Extension of completion time:
The completion time shall get extended if the works are delayed by force majeure, abnormally bad weather, serious loss or damage by fire, civil commotion, local commotion of workmen, strike, lockout affecting the progress of the work, or any such reasons beyond the absolute control of the contractor as determined by the Engineer-in-charge. However, the contractor shall promptly bring such events to the notice of the Engineer-in-charge who will allow fair and reasonable extension of completion time as he thinks necessary.

14. Risk and cost:
In case the contractor fails to complete the work within the stipulated completion time including extended period, if any, the EIC without prejudice to any other right or remedy available to him under the contract shall have the power to rescind the contract and take possession of the works and get the part work/part incomplete work by any means at the risk and cost of the contractor. The sum, as determined by the EIC, recoverable from the contractor shall be recovered from all the sums that had remained due to the contractor at the time of rescinding the contract after giving due credit to the contractor the value of the work done in all respect in the same manner and at the same rate as if it had been done by the original contractor under the terms of his contract, the value of materials taken over and incorporated in the works. The decision of the EIC in assessing the value of the work by the contractor shall be final, conclusive and binding on the contractor. Upon determining the excess expenditure incurred or to be incurred in completing the part work/incomplete work of any item(s) including the losses suffered or likely to be suffered by EPI and finding any money due to the contractor on any account insufficient, the contractor shall be called upon to and shall remain liable to pay the same to EPI within 15 days of being asked to do so. The contractor shall not be entitled to take out his constructional plant and machineries, unused materials till the time he pays the amount to EPI. In case the contractor fails to pay the required sum within the period of 15 days, the EIC shall have the right to sell any or all of the contractor’s unused materials, constructional plant and machineries, etc., and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract. The contractor shall have no claim whatsoever, in such an eventuality, by any reason.

15. Compliance with the statutory laws:
The contractor shall remain bound to comply with the statutory laws, rules and regulations as applicable pertaining to the labour provided by him at the work site under this contract/ work order.

16. Payment terms:
Payment shall be released to the contractor in the manner as follows:

a) The Contractor shall submit monthly RA bills to EPI along with detailed measurement of the completed works (where concreting has been done). On receipt of monthly RA bill from the Contractor, EPI shall roughly assess the quantum of work and the corresponding amount of work done and 90% of that amount shall be released to the Contractor within 10 days of receipt of such RA bills.

b) Balance 10% of the amount due to the contractor shall be released to him three (3) month from the date of completion of work.

17. Statutory deductions:
The rates are inclusive of all taxes & duties except service tax. Hence the statutory deductions on account of taxes and duties except service tax shall be made at source as applicable. Service Tax, if applicable, shall be paid by EPI at actual.
18. Indemnity:
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 whether employed by the contractor or not.

19. Cost of materials etc.:
The contractor shall remain liable to pay to EPI all cost of materials, T&P etc. belonging to EPI and issued to him in case they are lost or damaged by contractor or any of his employees.

20. Jurisdiction:
The Courts at Patna alone shall have exclusive jurisdiction in all matters arising out of this contract/work order.

21. Termination:
EPI reserves the right to terminate the contract/work order by giving **three (3) days** notice without assigning any reason thereof or even without any notice in the event the performance of the contractor is found to be unsatisfactory.

22. Safety:
The contractor shall ensure that the labour & staff deployed by him follows all safety norms and religiously use all safety appliances. Similarly, all equipment deployed by him must have all the safety devices attached to it in good working condition and the operator/labour deployed by the contractor are fully conversant with operation of such devices. Any eventuality arising out of non-compliance by the contractor shall be to his account only and EPI shall have no liability whatsoever.