Special Conditions of Contract (SCC)

EPI/ERsite/685/PRWB/041

1. **Scope:**

   Scope of work consists of providing labour for the work of brick work and plastering and other related work wherever required for Bihar Police Academy Project, Rajgir of EPI or any person authorized by him at the work site as per terms and conditions described fully hereinafter.

   Brickwork shall be with fly ash bricks or burnt clay bricks as supplied by EPI. The contractor shall make arrangement for T & P, curing, safety arrangement, etc. without any extra cost.

2. **Rates:**

   Rates shall be quoted by the bidder in the Bill of Quantities (BOQ) as given in Annexure – I and as described in the scope of work. The tools and tackles required for the brick work are also to be arranged by the contractor as per the requirements.

3. **Payment certification**

   For payment purpose, the quantity of brick work and plastering as certified by EPI’s client of the respective unit/ front shall be taken as the quantity of brick work laid by the contractor to EPI.

4. **Material issue**

   Bricks, cement, sand, M.S bars and scaffolding materials to be used for brick work shall be supplied by EPI free of cost. No wastage of material is permitted. Any shortfall discovered at any stage of work will be recovered at procurement cast of EPI from the amount payable to the party.

5. **Site visit & collecting local information:**

   Before tendering, the tenderer is advised to visit the site, its surrounding 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 and electricity shall be provided by EPI at one point nearest to point of work. Further distribution for curing etc shall be arrange 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. **Compensation for delay:**

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>
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<td>Foundation &amp; connected works</td>
<td>(+)100%</td>
<td>without any lower limit.</td>
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<tr>
<td>Other than foundation work</td>
<td>(+) 30%</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) **90%** of that amount proportionate to the work executed i.e after completion by the contractor duly accepted by the authority shall be paid against submission of fortnightly running account bills duly supported by the measurements as certified by a person authorized by the EIC to do so as interim payments.

   b) **Balance 10%** of the amount due to the contractor against the total work executed by him shall be released after 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 Patnaalone 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) day** 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.