Engineering Projects (India) Limited  
(A Govt. of India Enterprise)  
Bihar Police Academy Project, Rajgir, Nalanda, Bihar

NIT No. EPI/ERSite/685/PRWC/ 036  
Dated- 16/12/2015

Special Condition of Contract

1. Scope:  
Scope of work consists providing labour for placing, spreading, levelling of machine/pumped concrete (mechanically/manually), proper compaction by vibrators in raft, footings, columns, roofing, wall including its foundations, plinth beams, columns, suspended floors, beams, roofs, landings, stair cases, girders, RCC walls and wherever required for Bihar Police academy, Rajgir, Nalanda as per the instructions of the EIC of EPI or any person authorized by him at the work site and as terms and conditions described more fully hereinafter.

The contractor shall provide adequate number of (mechanical/electrical) vibrators including operating and fuel charges and make arrangement for curing, provision of curing bunds / jute gunny bags, tarpaulins for covering concrete, adequate 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 placing are also to be arranged by the contractor as per the requirements.

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

4. Material issue  
Concrete shall be supplied by EPI free of cost near the place of concreting.

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. However, the completion time shall be suitably extended on account of such effect.

10. Completion time:
The work as per scope and other terms and conditions of the present tender shall be completed within three (3) 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.

<table>
<thead>
<tr>
<th>Description</th>
<th>Upper Limit</th>
<th>Lower Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foundation &amp; connected works</td>
<td>(+)100%</td>
<td>without any lower limit.</td>
</tr>
<tr>
<td>Other than foundation work</td>
<td>(+) 30%</td>
<td>without any lower limit.</td>
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</tbody>
</table>

( Signature of Bidder with Seal )
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 for the concrete placing works:-

a) The Contractor shall submit monthly RA bills to EPI along with detailed measurement as certified by a person authorized by the EIC. 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 7 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 Patnai 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.