Special Condition of Contract

1. Scope:

Scope of work consist of providing and fixing aluminium and glazing works including fittings, etc all complete at door, windows, skylights, semi–unitized structural wall system, partitions etc in accordance with design, patterns, shapes, thickness, details as shown in the drawing or as specified, and as directed by engineer in charge on measurement basis. It also includes carriage of material, handling, cutting, grinding, placing in position, etc all complete as per the instructions of the Engineer-in-charge (EIC) of EPI or any person authorized by him at the work site and as per terms and conditions described in more detail hereinafter.

The contractor may be required to work during night as per site requirement, for that purpose the party shall make his own arrangement for area illumination as per requirement for which no extra payment shall be made to the contractor. The contractor shall make arrangement for T&P, 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 shall include the cost of all material and labour charges including tools and tackles, 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. Rates shall also include the cost of cleaning, chipping & levelling of the surface over which the fixing is to be done. Nothing extra shall be paid by EPI on account of these.

3. Payment certification

For payment purpose, the quantity of aluminium work as certified by EPI’s client for the respective unit / front shall only be considered. The contractor shall be responsible to carry out all rectification works related to the work till completion of individual building.

4. Material :

No material shall be issued by EPI. Cost of all material, labour, plant, tools and tackles is included in the scope of the party

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.
The contractor shall submit RA Bills / Pre-Final / Final Bill for payment purpose.

Due to exigency of works at site or such other conditions in the interest of progress of work EPI may arrange materials and equipment like cutting machine & grinding machine, cutting blade, etc on behalf of contractor and issue to them but the cost of such materials shall be recovered by EPI from the bills of contractor.

The contractor shall submit the reconciliation statement of materials issued to him by EPI before release of final payment to him failing which the payment shall not be released to him. Excess consumption beyond the theoretical consumption shall be recovered at the rates procured by EPI and received at site.

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 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 **@0.50% 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>Upper Limit</th>
<th>Lower Limit</th>
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<tr>
<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 and reconciliation statement (For materials issued by EPI, if any). 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) months** 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 like income tax, sales tax etc. except service tax shall be made at source as applicable. Service tax if applicable shall be paid by EPI at actuals.

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 and 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.