TENDER No: SRO/CON/ETS/011 dated 05.09.2018

FOR

Tender for “Supply, Installation, Testing, Commissioning and Handing Over of Networking system for Third-floor on existing Academic Building of IDRBT (Institute for Development and Research in Banking Technology) at Masab Tank, Telangana State”

VOLUME - II

Special Conditions of Contract
&
Client Drawings
The following special conditions shall be read in conjunction with General Conditions of Contract. The provisions in Special Conditions of Contract shall take precedence over General Conditions of Contract.

INTRODUCTION

E-Tender for “Supply, Installation, Testing, commissioning and Handing over of Networking System for Third floor on existing Academic Building of IDRBT (Institute for Development and Research in Banking Technology) at Masab Tank, Hyderabad, Telangana State.”

The following clauses of Special Conditions of Contract (SCC) shall be applicable for this contract:

These Special Conditions of Contract shall be read in conjunction with General Conditions of Contract, Instructions to Tenderers (ITT), Notice Inviting Tenders (NIT), Bill of Quantities (BOQ), Tender Drawings, and Technical Specifications & Other Tender Documents

1. GENERAL

The work in general shall be carried out as per the latest CPWD Standard specifications (GENERAL SPECIFICATIONS FOR ELECTRICAL WORKS) with up to date correction slips, unless otherwise specified in the nomenclature of the individual item or as per specifications provided with this tender( As the Telangana(TS) State Specifications not covered the Networking system ). Any item not covered under these specifications shall be carried out as per approved specifications. In case any item is not covered in any of these documents, the same shall be carried out as per the latest BIS Code in practice or as per approval of Engineer in Charge of EPIL.

Where any portion of special conditions of contract is repugnant to or at variance with any provision of the Instructions to Tenderers and General Conditions of contract and/or the other documents forming part of the contract then unless a different intention appears the provision of the Special Conditions of Contract shall be deemed to over-ride the provisions of the general conditions of contract and/or the other documents forming part of the contract only to the extent such repugnant/variations in the special conditions of contract as are not possible of being reconciled with the provision with Instructions to Tenderers or General Conditions of contract and/or the other documents forming part of the contract.

2. DEFINITIONS

Definitions as per General Conditions of Contract (GCC) shall be amended or the following definitions appended as under
The words “Site” in various clauses of General Conditions of Contract (GCC) and other documents of this Tender shall mean “Supply, Installation, Testing, commissioning and Handing over of Networking System for Third floor on existing Academic Building of IDRBT (Institute for Development and Research in Banking Technology) at Masab Tank, Hyderabad, Telangana State.”

a) Wherever the sentence “the cost to be incurred by the Contractor shall deemed to be included in the quoted rates of the BOQ items” as mentioned in various General Conditions of contract is appearing, the same shall be read as “the cost to be incurred by the contractor shall deemed to be included in the BOQ rates including the percentage quoted on the BOQ rates / amount.”

b) Wherever in General Conditions of Contract, approval of EPIL / Executing Agency is mentioned, it shall include the approval from the Owner’s representative also.

3. SCOPE OF WORK
The scope of work, in general, Comprising of “Supply, Installation, Testing, commissioning and Handing over of Networking System for Third floor on existing Academic Building of IDRBT (Institute for Development and Research in Banking Technology) at Masab Tank, Hyderabad, Telangana State” (hereinafter referred to as “Works”) as per Technical specifications, Designs, Drawings, BOQ, Instructions and Terms and Conditions given in Tender Documents and its amendments/clarifications etc. received from Client/ EPI from time to time.

4. ORDER OF CONTRACT PRECEDENCE
Clause 42.1 of GCC stands amended as under:

In case of difference, contradiction, discrepancy, dispute with regard to Conditions of Contract, Specifications, Drawings, Bill of Quantities and Rates quoted by the Contractor and other documents forming part of the contract, the following shall prevail in order of precedence

4.1. Contract Agreement which includes NIT, Special Instructions to Tenderer/Bidder, Memorandum.
4.2. Letter of Intent, detailed letter of Work Order along with statement of agreed variations and its enclosures.
4.3. Description in Bill of Quantity / Schedule of Quantities
4.4. Special Conditions of Contract.
4.5. General Technical Specification as given in the Tender Documents.
4.6. General Conditions of Contract.
4.7. Drawings
4.8. Telangana(TS) State Specifications and SoR , TS state building data, BIS specifications and CPWD specifications

5. TIME SCHEDULE & PROGRESS
The clause No. ‘43.2’ of General Conditions of Contract (GCC) of this Tender document shall be read as under:

“The contractor shall also furnish within 10 days of date of letter/ telegram of Intent a Time and Progress Chart (Bar Chart) for completion of work within stipulated time. This time & progress chart shall be based on the milestones given hereunder. This will be duly got approved from
EPIL. This approved Bar Chart shall form a part of the agreement. Achievement of milestones as well as total completion has to be within the time period allowed. The milestones to be applicable for this contract shall be as under:

The contractor shall also ensure achievement of following milestones in terms of financial targets, failing which intermediate liquidity damages shall be liable to be effected as per terms and conditions in GCC:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Time allowed for Achievement of financial Targets (since inception of project)</th>
<th>Financial Achievement During the Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>30 Days / 01 month *</td>
<td>Completion supply of equipment / material to the site.</td>
</tr>
<tr>
<td>2</td>
<td>60 Days / 02 months</td>
<td>100%</td>
</tr>
</tbody>
</table>

Note: * - Installation/erection works may be started from the date of LoI / availability of work front

5.1. Defect Liability Period / (O & M Period):

Defect Liability Period (O & M Period) as per GCC Clause No: 74.0 stands modified as Twenty Four Months (24 Months) instead of twelve months (12 months).

6. REVIEW MEETINGS

During the progress of the works the Contractor or his authorized representative is expected to participate in the monthly review meetings and/or any special meetings as instructed by the Engineer-in-Charge. Any revision of the schedule of completion as a result of the review, will be submitted by the Contractor to the Engineer-in-Charge within a week who will approve it after due scrutiny. The Contractor will adhere to the revised schedule thereafter. No additional payment shall be made to the Contractor for any multiple shift work or other incentive methods contemplated by him in his work even though the EPIL/IDRBT approves the time schedule. The approval of the revised time schedule shall not in any way relieve the contractor from the terms & conditions of contract contained elsewhere in the contract documents. The Contractor has to submit weekly, monthly progress reports along with Photographs of different activities at site without any fail.

7. QUALITY ASSURANCE PROGRAMME

The last paragraph of clause no. '81.0' of General Conditions of contract (GCC) shall be read as under:

“The quality formats/ checks lists for different components of the work shall be as directed and approved by the Engineer-in-Charge. The approved formats shall be adopted for manufacturing, installation, inspection & commissioning of the work. These filled in formats shall be prepared in two copies and duly signed by representatives of contractor and EPIL. All the costs associated with printing of formats and testing of materials required as per Technical Specification or as desired by Engineer-in-charge shall be borne by contractor without any extra cost to EPIL and
shall be deemed to be included in contractor’s quoted rates in the schedule/ Bill of quantities (BOQ).”

The Quality Control Forms and Checklists provided in the General Conditions of Contract (GCC) shall be modified by Engineer-in-Charge as per requirements of quality checks on the basis of Technical Specification & codal requirements, shop drawings etc.

The formats for quality checks/inspection shall be developed and submitted to Engineer-in-Charge for approval and shall be adopted after approval.

8. PROTECTION OF SITE

Since the work is to be carried out on the top of functional existing building, necessary required precautions are to be taken by the contractor, so that inconvenience to the staff working shall be minimum. Contractor has also to take care of safety precautions while doing the works and follow the instructions from Client/EPIL time to time in this regard.

9. DAMAGE AND LOSS

Damage to the existing structures: Any damage to the existing structures during the execution of work shall be made good by the contractor at his own cost and the site of work left clean and tidy on completion. Rectification/reinstatement/making good etc. shall conform to the standard materials originally used in the work and finished work shall match with existing work in all respects to the entire satisfaction of the Engineer-in-charge.

10. SITE DOCUMENTS

The following site documents shall mainly be maintained by the contractor at site:

a) Copy of contract documents and drawings.
b) Computerized bill format.
c) Site Order Book.
d) Material testing registers/ Quality Inspection Reports.
e) Measurement books on computerized format.
f) Progress bar chart.
g) Sample approval register.
h) Visitors register.
i) Hindrance Register
j) Work Diary,
k) Stage passing Register
l) Any other detail and specific requirement as deemed necessary

In case the above are not provided at site within 10 days of placement of LOI, EPIL shall provide the same and necessary expenditure shall be deducted from the bills for documents.

11. MINOR DETAILS OF CONSTRUCTION:

The rates quoted by the Contractor shall be deemed to cover for all the minor details / requirement of construction which may not have been specifically shown on the drawings or
given in particular specifications, BOQ, but are required as per established engineering practice.

12. DISCREPANCY IN DRAWINGS:

The Contractor shall be responsible to ensure co-relation in Structural drawings Architectural Drawings and Bill of Quantities, before commencement and execution of work. In case of discrepancy, the Contractor shall bring it to the notice of the Engineer-in-Charge for clarifications within 28 days of the issue of Letter of Acceptance. In the event of such discrepancy arising during the course of the work for which drawings are given after the date of issue of Letter of Acceptance, the Contractor shall seek clarifications within 7 days of receipt of such drawings. The Contractor shall take into consideration such contingencies in the completion schedule. The Contractor shall not be eligible for any extension of time for such occurrences. The decision of the Engineer-in-Charge shall be final and binding in this case. The bidder is also advised to visit the site and seek clarifications before submitting his bid.

13. EMPLOYER NOT TO SUPPLY ANY MATERIALS:

The Employer shall not supply or procure any material, for use on works, to the Contractor and he has to make his own arrangements for supplying, procuring, transportation and storage of all such materials required for the construction works at his own cost.

14. WITNESSING OF TESTS BY THE ENGINEER-INCHARGE

The Contractor shall make under the direction and in the presence of Engineer-in-charge, such tests and inspections as have been specified or as the engineer-in-charge shall consider necessary to determine whether or not the full intent of requirements of the specifications and the other related contract documents have been fulfilled. In case the work does not meet the full intent of the specifications and the other related contract documents it shall be rectified by the Contractor at no extra cost and the Contractor shall bear all the expenses for any further tests considered necessary.

15. PROJECT COMPLETION

The contractor shall inform in writing at least One month in advance about the date of completion of work so that arrangements for taking / handing over are organized by EPIL along with the OWNER well in time. The completion certificate shall be issued by EPIL in consultation with the OWNER after having fully satisfied themselves about the satisfactory completion of the work.

16. During post construction phase the contractor shall be responsible for carrying out the following activities but not limited to the following: Rectification of the defects promptly as pointed out by EPIL or Owner’s representative(s) during the Operation & Maintenance period.

Submission of “FINAL REPORT” of the completed project containing all technical & other related details.

17. The Contractor shall hold harmless and indemnify the EPIL and the OWNER against any claims or liability because of personal injury including death of any employees of the contractor arising out of or in consequence of the performance of this contract.
EPIL and the OWNER shall not be responsible for any loss or damage to property of any kind belonging to the Contractor or its employees, servants or agents during execution of the contract.

In case of any damage or loss of property relating to the WORK (S) that may happen, the Contractor shall at his own cost, repair and make good the same in conformity with the Contract. Adequate insurance coverage shall be obtained by the Contractor for this purpose.

18. PLANTS & MACHINERY:

All plant and machinery required for execution of work shall have to be arranged by the contractor at his own cost.

19. EQUIPMENTS FOR TESTING OF MATERIALS & CONCRETE AT SITE LABORATORY

All necessary equipment for conducting all necessary tests shall be provided at the site laboratory by the contractor at his own cost. Any other equipment for site tests as outlined in BIS and as directed by the Engineer-in-charge

20. DOCUMENTS FOR SUPPLY ITEMS

For supply items in BOQ the Supplier shall submit the following documents to EPIL.

   a)  Warranty Cards.
   b)  Manufacturer’s test certificate.
   c)  Any other test certificate from an external laboratory to determine the Technical specifications.
   d)  Catalogues
   e)  Pollution Control Certificates.
   f)  Documents required for registration of vehicle with the local transport Authority and other interstate movement of vehicle.
   g)  List of recommended spares with specification and costs thereof.
   h)  Operation & Maintenance manuals.

21. SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

Clause 9.0 of GCC shall stand modified as under:

5(Five pint zero) % shall stand modified to 2.5 (Two point Five) %. All other conditions of the clause shall remain unchanged.

22. RETENTION MONEY : : Clause no. 10.0 of GCC shall be modified as under:

The Retention Money shall be deducted from each running bill of the Contractor at 7.5% (five percent only) of the gross value of the Running Account bill. The Earnest Money Deposited by the tenderer in the form of Demand Draft will be treated as part of the Retention Money. The Retention Money shall be refunded to the Contractor after expiry of defects liability period (referred to in Clause No.74) or on payment of the amount of the final bill whichever is later. If the amount of Retention Money deduction in cash is more than Rs.10.00 lakhs (Rupees Ten lakhs only), the excess amount can be refunded to Contractor against submission of Bank
Guarantee of equivalent amount from a Nationalised bank / Scheduled Bank in the prescribed proforma of Performance Guarantee of EPI.
Out of 7.5 %, Initial 5% of the retention money shall be refunded to the contractor after completion of the Project successfully upto the satisfaction of EPI/ CLIENT along with final Bill and balance 2.5% shall be released after completion after defect liability period.

23. MOBILIZATION

Mobilization advance GCC clause no 8.0 shall stands deleted, No mobilization advance will be provided for this work

24. SECURED ADVANCE: Clause no. 35 of GCC shall be modified as under:

GCC clause 35.0 shall stands deleted, No Secured advance will be provided for this work

25. PRICE ADJUSTMENT :

GCC clause no 16.0 shall stands deleted, Price Adjustment will not be allowed for this work

26. Taxes and Duties :

1. The Contractor must be registered with GST and should have valid GSTN number in the concern state.

2. The contractor must submit in compliance of GST Act, the invoices in GST compliant format, failing which the GST amount shall be recovered/ adjusted by EPI without any prior notice, from the next bills or from available dues with EPI.

3. The contractor must upload returns in the GST periodically so as to avail ITC credit by EPI failing which the GST amount shall be recovered/ adjusted by EPI without any prior notice from the next bills or from available dues with EPI.

4. Rates quoted in this contract are inclusive of all taxes, duties, Levies, Cess etc. including GST, Labour Cess etc as applicable.

5. In case of any reduction in rate of GST or other taxes in feature or the project getting exemption status prior to the last date of bid submission or afterwards, the subcontractor shall pass on the benefit to EPIL immediately, failing which EPIL shall have right to recover the differential amount from the amounts due to the subcontractor. Further, in case of any increase in rate of GST or other taxes in future or the project losing exemption status prior to last date of bid submission or afterwards, the said increase of taxes shall be paid/reimbursed to the subcontractor, subject to the condition that the reimburses the said increased taxes to EPIL.

Bidder while quoting the rates in the tender must also consider the ITC credit applicable for the works, if any. (GST as per applicable shall be released on submission of documentary evidence of payment made towards GST).

6. Labour cess @ 1% of value of work, as applicable on date as per the directions of Government of Andhra Pradesh, is included in the quoted rates. Contractor must submit documentary evidence in compliance/payment of labour cess failing which EPI shall deduct the same from the bills and deposit with statutory authorities.
7. **Seigniorage Charges**: Seigniorage charges as applicable are included in the quoted rates. Contractor must submit documentary evidence in support of payment of Seigniorage charges to the Government, failing which the same will be recovered as per rules from the work bills of the contract, based on the theoretical requirement of material as per GO Ms. No 198 of Industries and commerce (MI) Dept. dated 13-08-2009 at the rates decided by Govt. time to time, and deposit the same with statutory authorities.

27. It is the responsibility of the contractor for getting the approval from the local statutory authorities such as town planning / municipal authorities / electricity board/fire department etc. and other department for the works executed at site as per the approved plans and designs etc. The statutory fees payable for approval shall be made directly to the local government department / state authorities by EPIL/ IDRBT authorities. Other incidental expenditure if any shall be borne by the contractor and no reimbursement will be made for the same.

28. Electricity and other scaffolding works etc. required for installation of DATA/networking shall be arranged by the Contractor on their own and no payment shall be released for the same. The rates quoted by the Contractor are deemed to be inclusive of above.

29. The contractor shall have to obtain all Approvals including Connections/ NOCs/ Completion Certificates/ Occupancy Certificate, etc from the concerned Local/Statutory authorities for Sewerage works, Water Supply works, Fire Fighting work, Fire Alarm system work, DG set etc. at his own cost and nothing extra other than statutory fee/charges shall be payable on this account to the contractor. However, the letters required from the owner for the needful stated purposes will be arranged by EPIL from the owner as per the request of contractor along with the statutory charges/fee demanded by the local/statutory authorities.

30. **SCHEDULE OF QUANTITIES / BILL OF QUANTITIES**: Clause no 46.0 of GCC shall amended as follows,

For items not covered under any of the specifications mentioned in Tender Documents, the works shall be carried out as per TSSoR Specifications/CPWD specifications / manufacturer's specifications /General Engineering Practice and / or as per directions of Engineer-in-Charge. The rate for such extra work shall be derived as follows:

a) If the item is available in TS SOR 2017-18, contractor has to execute the item with the same rate.

b) If the item is not available in TS SOR 2017-18 and similar item is available, rate for such extra work shall be derived from the similar item by adding or deleting the differences.

c) If the rate for any item is not possible to derive as mentioned above, the rate for which shall be derived by analyzing as per the prevailing market rates.

d) The contractor shall prepare and submit shop drawings for, Mechanical, Plumbing, Electrical work etc. to Engineer In-charge for approval before execution of the work.
31. The contractor should invariably obtain necessary manufacturers test certificates from the suppliers and furnish them to the Engineer-in-charge before use on works.

32. The original bills of procurement should be submitted to the Engineer-in-charge for making payment of the item. The contractor shall purchase the steel and cement on the name of work, the name of contractor and furnish the same to the Engineer-in-charge. The steel and cement without the above two names will not be accepted on the works.

33. All the cost of travel, lodging, boarding etc. towards visits by Client, their Consultant etc. to the manufacturing units/works for the inspection of materials, equipment etc. under the scope of work of Contractor shall be borne by the Contractor.

34. **Facility by Contractor : Clause no 28.3 of GCC Stands Deleted,**

35. **Payments:** Clause no 37.0, 37.1, 37.2, 37.3 and 37.4 of GCC stands amended as follows

Payments for the work done shall be released to Contractor within Fourteen (14) working days of receipt of RA Bill duly certified by EPI’s representative including mobilization advance and secured advance etc. and after deducting recoveries if any. Recovery / Adjustment of the Mobilization advance and secured advance shall be as per the terms of contract / TS Standard Specification norms.

The final bill payment to the Contractor shall be released 30 days after submitting GST reconciliation statement, EPF clearance certificate, all other clearances, approvals, certificates etc. as per agreement for the “Works” and as per statutory requirement.

The Contractor shall have no claim on EPI in case the payments are delayed by the client due to any reason whatsoever.

36. In case Contractor is awarded the “Works” and fails to execute the same as per agreed schedule of progress of work and as per specified quality and/or lags behind in activities required for timely completion of “Works”, as determined by EPI/Client, then EPI shall give 15 days written notice to Contractor to achieve the specified quality and/or to deploy adequate resources to the satisfaction of EPI, for timely completion of “Works”. Upon expiry of the notice period, if Contractor fails to achieve specified quality and/or fails to take action for timely completion of “Works”, then EPI shall have option to withdraw the remaining work partly or in full from Contractor and get the same executed at the risk and cost of the Contractor from alternative agency/agencies besides encashment of the guarantees submitted by the Contractor. The decision of EPI in this regard shall be final and binding on the Contractor.

37. The Contractor confirms that it holds EPF Code number, GSTIN on Works contract number, PAN (Permanent Account Number of Income Tax) etc. and shall be responsible for depositing EPF subscription and contribution for labour and staff employed by it on the “Works” and other taxes, duties and dues etc. as per statutory requirements and documentary evidence of same shall be provided to EPI. The Contractor shall also be responsible for labour welfare and for arranging labour and other licenses/permits/clearances etc. for the project at their own cost. The Contractor shall comply with all the requirements as per labour laws/acts. All the records in this regard shall be maintained by
Contractor as per statutory requirements and rules and shall be produced by the Contractor on demand if required.

38. The Contractor shall be responsible for obtaining all approvals from EPI/Client with regard to quality of materials & workmanship and measurements etc. for their portion of work. The Contractor shall be responsible for reconciliation of issue material, if any. In case there is any shortfall of free issue items found during reconciliation, recovery at double the cost of materials prevailing at that time of recovery shall be made from the Contractor’s due payment.

39. In case of non-approval of Contractor’s association for the Project by the Client and/or by the corporate office of EPI due to any reasons whatsoever at any stage of the “Works”, the Contractor shall have no claim on EPI.

40. CAR policy, Workman Compensation insurance and Third Party Insurance shall be submitted as per GCC clause no. 17, 18 and 19 respectively within 15 days from the date of Issue of LOI.

41. Contractor shall ensure compliance with all Central, State and Local Laws, Rules, Regulations etc. as applicable or may be applicable during the course of execution, maintenance etc. of the “Works” and shall indemnify EPI against any claim or damages whatsoever on such accounts. The Contractor shall keep EPI indemnified at all times against infringement of any Patent or Intellectual Property rights.

42. The work executed by Contractor shall be subject to audit and quality control checks from Quality Control Division & Technical Audit of EPI, Client, Inspecting Agency of the Client and Chief Technical Examiner of Central Vigilance Commission, Govt.of India. In the eventuality of any defect/ sub standard works as brought out in the report or noticed otherwise at any time during execution, maintenance period etc., the same shall be made good by the Contractor. In case Contractor fails to rectify the defect/sub-standard work within the time period stipulated by EPI, EPI shall get it rectified at the risk and cost of Contractor and shall recover the amount from the dues of the Contractor.

43. EPI has agreed to award the work to the Contractor on the basis of details regarding experience profile, financial standing, credentials, fulfillment of statutory obligations, etc. of Contractor submitted by Contractor to EPI. In case, at a later stage if it is found that the Contractor has submitted incorrect, false details and credentials resulting in apprehensions on the capabilities of Contractor with regard to quality & timely completion of works, financial capabilities etc., EPI can terminate this order solely at its option. In this eventuality the Contractor shall be liable for the losses suffered by EPI and further Contractor shall have no claim on EPI, whatsoever.

44. BARRICADING OF SITE

The contractor has to make their own arrangements for barricading of proposed site as per Site conditions. No payment shall be made on account of barricading the above mentioned work at site. The barricading of site shall be as per the directions of Engineer In-charge. The material used for barricading of work shall be taken back by contractor after completion of the work with written permission of Engineer In-charge.
45. Arbitration: General Conditions of Contract (GCC) Sub Clause no.76.1 and 76.3 of Arbitration Clause no.76.0 are amended as given below. Sub Clause no.76.2 will remain the same.

76.0. ARBITRATION

76.1 Before resorting to arbitration as per the clause given below, the parties if they so agree may explore the possibility of conciliation as per the provisions of Part III of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015. When such conciliation has failed, the parties shall adopt the following procedure for arbitration:

i) Except where otherwise provided for in the contract, any disputes and differences relating to the meaning of the Specifications, Design, Drawing and Instructions herein before mentioned and as to the quality of workmanship or materials used in the work or as to any other questions, claim, right, matter or things whatsoever in any way arising out of or relating to the Contract, Designs, Drawings, Specifications, Estimates, Instructions, or these conditions or otherwise concerning the works of the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Sole Arbitrator appointed by the Chairman & Managing Director (CMD) of Engineering Projects (India) Limited (EPI) or any other person discharging the functions of CMD of EPI. The person approached for appointment as Arbitrator shall disclose in writing circumstances, in terms of Sub-Section (1) of Section (12) of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 as follows:

a) Such as the existence either direct or indirect, of any past or present relationship with or interest in any of the parties or in relation to the subject-matter in dispute, whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to his independence or impartiality; and

b) which are likely to affect his ability to devote sufficient time to the arbitration and in particular his ability to complete the entire arbitration within a period of twelve months.

The Arbitrator shall be appointed within 30 days of the receipt of letter of invocation of arbitration duly satisfying the requirements of this clause.

ii) If the arbitrator so appointed resigns or is unable or unwilling to act due to any reason whatsoever, or dies, the Chairman & Managing Director aforesaid or in his absence the person discharging the duties of the CMD of EPI may appoint a new arbitrator in accordance with these terms and conditions of the contract, to act in his place and the new arbitrator so appointed may proceed from the stage at which it was left by his predecessor.

iii) It is a term of the contract that the party invoking the arbitration shall specify the dispute/ differences or questions to be referred to the Arbitrator under this clause together with the amounts claimed in respect of each dispute.

iv) The Arbitrator may proceed with the arbitration ex-parte, if either party, in spite of a notice from the arbitrator, fails to take part in the proceedings.
v) The work under the contract shall continue as directed by the Engineer-In-Charge, during the arbitration proceedings.

vi) Unless otherwise agreed, the venue of arbitration proceedings shall be at the venue given in the „Memorandum“ to the „Form of Tender“.

vii) The award of the Arbitrator shall be final, conclusive and binding on both the parties.

viii) Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modifications or re-enactment thereof and the Rules made there under and for the time being in force shall apply to the arbitration proceedings and Arbitrator shall publish his Award accordingly.

46. JURISDICTION:

The courts in Chennai alone will have jurisdiction to deal with matters arising from the contract.
PROPOSED THIRD FLOOR
UPS AND COMMUNICATION DRAWING