TENDER DOCUMENT

TENDER No: WRO/CON/757/0198

FOR

Tender for Straightening, Cutting, Bending and Placing in Position of Reinforcement Steel for Construction of District Head Quarter Hospital with 100 bedded Mother Child Hospital at Kendrapara, Odisha – Part I

VOLUME – II

SPECIAL CONDITIONS OF CONTRACT, TECHNICAL SPECIFICATION
SPECIAL CONDITIONS OF CONTRACT

1. Commencement and Completion of Project: The date of start of contract shall be reckoned 7 days from the date of issue of letter of Intent and the total work has to be completed in (Four) Months.

2. Tender Documents: Following documents shall form the part of contract Documents and the tenderer shall submit these documents along with the other documents mentioned elsewhere in the tender.
   a. Notice inviting the Tender
   b. Instruction to Tenderer
   c. Letter of Undertaking
   d. Form of Tender
   e. Memorandum
   f. Special Conditions of Contract
   g. Technical Specifications
   h. Price Bid / Bill of Quantity

3. Taxes and Duties:

   Price quoted is to be firm inclusive of all taxes and duties. No escalation is payable

   The bidder/Contractor must be registered with GST for Odisha and should have valid GSTIN number.

   The bidder/contractor must submit as an compliances 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 invoices or available dues with EPI.

   The bidders/contractors are requested to update/upload the GST/Taxes data periodically so as to avail ITC credit by EPI failing which it shall be recovered/adjusted by EPI without any prior notice from the next invoices or available dues with EPI.

   Rates to be quoted in this tender all inclusive with all other taxes and duties etc. including GST

   Bidder while quoting the rates in the tender must also consider the ITC credit applicable for the works, if any.

4. All men, materials, machinery, tools and plants, infra-structure, resources etc., as required for execution of "Works" shall be arranged by PARTY for their portion of work. The amount/rate quoted in their offer by PARTY to EPI includes all charges, all direct and indirect cost of works, materials, labour, plant & equipment, all taxes, duties, levies, royalties, etc., all transportation charges including for cartage of issue material, electricity and water charges, site offices expenses, labour camp, bank guarantee charges, EPF/CPF/ Statutory contributions, other expenses whatsoever, incurred on
execution, completion and maintenance of the “Works” as per ‘Tender Documents’ and their own overheads and profit etc. PARTY shall comply with all the requirements laid down as per ‘Tender Documents’ as per terms, conditions, specifications, drawings, documents etc. given in the ‘Tender Documents’ for the completion, handing over, maintenance period etc. for the project.

5. The final bill payment to the PARTY shall be made when PARTY submits all clearance certificate, for the “Works” and as per statutory requirement.

6. Escalation is not payable. The prices of PARTY shall be firm and fixed till the completion, handing over, Defect liability period, etc. of the contract. Payment of all extra / substituted / variation items etc. related to PARTY’s scope of work admitted and paid by Client, if any, shall also be made by EPI to PARTY proportionately. Any claim by PARTY, if not paid by the Client, whatsoever be the reason shall not be admissible against EPI.

7. Mobilization Advance : NOT APPLICABLE

8. The PARTY shall be fully responsible to complete the “Works” in workmen like manner to the satisfaction of Client and EPI by maintaining high standard of quality and precision as per ‘Tender documents’, Agreements, Terms & Conditions, Specifications, Drawings etc., within the contractual completion period and within their quoted rates/amount. In case Client reduces or increases scope of work related to PARTY’s portion of work, the same shall be binding on PARTY and the PARTY has to execute the same at the rates as per BOQ. The quantities can vary to any extent.

9. The party shall plan and execute the “Work” in his scope of work in such a manner that the other works, connected with the “Works” of the party, but not included in Party’s scope of work do not get affected / delayed.

10. PARTY 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 PARTY shall keep EPI indemnified at all times against infringement of any Patent or Intellectual Property rights.

11. The contractor shall make necessary safety arrangements at site including as mentioned and indemnify EPI against any consequence of accident at site.

12. All the plant & machineries and labour required for execution of the project are in the scope of the party and the same are to be mobilized at site.

13. The bid should be submitted in original documents as downloaded from the website www.engineeringprojects.com or www.eprocure.gov.in. No alteration or correction should be made under any circumstances in the bid documents downloaded from the website.

14. If there are any provisions / conditions in these Additional Conditions of Contract, which are at variance with the provisions / conditions of General Conditions of Contract of EPI / Client or mentioned elsewhere in the tender, the provisions / conditions in these Additional Conditions of Contract shall take precedence.
15. The contractor shall have to execute the work in pace and in such a way to facilitate agencies engaged simultaneously for execution of other works required for completion of the Structure / Building. No claim shall be entertained due to work being executed in the above circumstances.

16. Retention Money – Please refer Memorandum

17. Other Terms and conditions
   a. Party shall make its own arrangement for electricity, water etc, at their own cost if provided by EPIL then on chargeable basis.
   
   b. In the event of slackness, slow progress of work, delay, bad workmanship and any other defaults on the part of the PARTY, EPI reserves the right to withdraw part of whole of the work and carryout the same at the risk and cost of the PARTY.
   
   c. EPI reserves the right to split the work. Even after opening the tender EPI may enter into agreement with more than one party or may enter into agreement for part of the total work included in the Tender. In such an event, the contractor shall not be allowed to revise upward their quoted rates.
   
   d. Party shall make arrangements for labour, materials & Equipments and adhere to rules & regulations.
   
   e. All safety norms are to be followed.
   
   f. All facilities for labours like labour camp outside site, proper sanitation, drinking water etc. to be provided.

18 The Contractor shall be responsible for the rectification of defects in the works for a period of Twelve (12) months from the date of taking over of the works by the Owner/ Client. Any defects discovered and brought to the notice of the Contractor forthwith shall be attended to and rectified by him at his own cost and expense. In case the Contractor fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by EPI at the cost and expense of the Contractor.

19 Defect Liability Period is **12 Months** from the date of certification of completion of this work

20 The final bill will be submitted by the contractor within 30 days from the date of acceptance of completion of work accompanied by the following documents :

   a) Computerized stage wise payment schedule.

   b) No claim certificate by the contactor.

   c) NOC from labour department, PF Department.
21 **Priority Of Work:**

The contractor has to deploy resources and plan the work accordingly and nothing extra shall be payable to the contractor on this account. The contractor has to ensure safety of the occupants and sufficiently barricade the area so as to avoid any hazard to occupants.

22 **Compliance With Labour Regulations:**

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and by laws of the State or Central Government or local authority and any other labour law (including rules), regulations, by laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor in no case shall be treated as the employees of the Employer at any point of time.

**INBUILDING AND OTHER CONSTRUCTION WORK**

**SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS**

**ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK**

a) **Workmen Compensation Act 1923:** The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

b) **Payment of Gratuity Act 1972:** Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years’ service or more or on death the rate of 15 days wages for
every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

c) Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:

(i) Pension or family pension on retirement or death, as the case may be.
(ii) Deposit linked insurance on the death in harness of the worker.
(iii) Payment of P.F. accumulation on retirement/death etc.
(iv) Contractors are assigned to submit copy of “ECR” Electronic challan fees of the PF Deposited by 20th of next month.

d) Maternity Benefit Act 1951:- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

e) Contract Labour (Regulation & Abolition) Act 1970:- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.

f) Minimum Wages Act 1948:- The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, and Runways are scheduled employments.

g) Payment of Wages Act 1936:- It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

h) Equal Remuneration Act 1979:- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

i) Payment of Bonus Act 1965:- The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs. 3500/-per month or less. The bonus to be paid to employees getting Rs. 2500/- per month or above up to Rs. 3500/- per month shall be worked out by taking wages as Rs. 2500/-per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
j) Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

k) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.


n) Inter-State Migrant workmen’s (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home up to the establishment and back, etc.

o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

p) Factories Act 1948: The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to...
premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

23 Labour:

The Contractor shall, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

The CONTRACTOR shall also be responsible for labour welfare and for arranging labour and other licenses/permits/clearance etc. for the project at their own. In case EPI has to take labour license or and other licenses, all expenditure towards the same shall also be borne by the CONTRACTOR. 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.

24 Insurance:

EPI shall take Contractor All Risks (CAR) policy for the whole project. THE CONTRACTOR shall assist EPI in follow up with insurance company in case of any claim related to CONTRACTOR’s scope of work. EPI is not liable to pay any claim of the CONTRACTOR if it is not paid by insurance company due to any reasons whatsoever.

**Workmen’s Compensation Policy**
Contractor has to obtain workmen compensation Policy for the scope of work till completion of project & Defect Liability Period

25 Works to Be Open to Inspection:

All works executed or under the course of execution in pursuance of this contract shall at all times be open to inspection and supervision of EPI. The work during its progress or after its completion may also be inspected, by Chief Technical Examiner
of Government of India (CTE) and/or an inspecting authority of State Government of State in which work is executed and/or by third party checks by Owner/ Clients. The compliance of observations/ improvements as suggested by the inspecting officers of EPI/CTE/ State authorities/ Owners shall be obligatory on the part of the Contractor at the cost of Contractor.

Any recovery, penalty imposed by CTE due to non-performance, non-compliance of agreed condition or otherwise whatsoever the same shall be recovered from RA Bill of contractor.

26 Land For Labour Huts/ Site Office And Storage Accommodation –

It is bidder responsibility to acquire the land for on its own cost of following
1. Labour Hutment
2. Storage unit
3. Site Establishment

27 Arbitration

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.
The work in general shall be carried out as per Odisha PWD specifications. (Updated with correction slips issued up to last date of submission of tender)

For items not covered under Odisha SOR & specification, the work shall be done as per latest CPWD specifications and for Items not covered under both then as per latest relevant BIS codes of practice.

In case of non-availability of any specification in the above paras or any overlapping provisions, non-clarity on any issue, applicability of particular provision out of above, shall be decided by Engineer-in-Charge whose decision shall be final & binding on the contractor.