TENDER NO: SRO/CON/ETS/019 DATED 19.03.2019

FOR

e-Tender for Renovation works in Kitchen Area & Construction of Precast shelves works in hall of 800Sft. Apartment Block no –01 & 03, RGUKT, Basar, Nirmal Dist., Telangana - 504107

VOLUME – II

Special Conditions of Contract

&

Client Drawings
SPECIAL CONDITIONS OF CONTRACT

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 Renovation works in Kitchen Area & Construction of Precast shelves works in hall of 800Sft. Apartment Block no –01 & 03 , RGUKT, Basar, Nirmal Dist., Telangana – 504107

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 Telangana / Andhra Pradesh detailed specifications with up to date correction slips, unless otherwise specified in the nomenclature of the individual item or as per specifications provided with this tender. 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 “Renovation works in Kitchen Area & Construction of Precast shelves works in hall of 800Sft. Apartment Block no –01 & 03 , RGUKT, Basar, Nirmal Dist., Telangana - 504107."

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, includes **Renovation works in Kitchen Area & Construction of Precast shelves works in hall of 800Sft. Apartment Block no –01 & 03 , RGUKT, Basar, Nirmal Dist., Telangana - 504107** (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.

Hence the contractor are request to visited the Site and satisfied itself with Site conditions including sub-soil water conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of Contractor will affect his price / rates before quoting their rates. No claim whatsoever against the foregoing shall be entertained by EPI.

4. **Order of 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 State Specifications and SoR, AP state technical specifications / 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 mile stones 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>2 Months</td>
<td>40%</td>
</tr>
<tr>
<td>2</td>
<td>4 Months</td>
<td>100%</td>
</tr>
</tbody>
</table>
6. Defect Liability Period:

Defect Liability Period as per GCC Clause No: 74.0 stands good and it is 12 Months from the date of taking over of works by Client.

7. Security Deposit Cum Performance Bank Guarantee: Clause 9.0 of GCC shall be amended as below:

In the event of award of “Works”, Contractor shall submit to EPI, Bank Guarantees OR Demand draft (in the name of Engineering Projects (I) Ltd., payable at Hyderabad) from a Nationalized Bank / Scheduled Bank towards security deposit @ 2.5% (Two Point Five) of the contract value of the accepted tender within 10 days from the date of LOI as per the EPI format enclosed and BG shall be valid up to the defect liability period i.e 12 months from the date of completion and taking over of project by client, with claim period of 01 month failing which EPI at his discretion may revoke the LOI & forfeit the EMD furnished along with tender. Security deposit will be returned to the contractor after satisfactory completion of Project and defect liability period.

8. 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 5.0% (Five Percent only) of the gross value of the Running Account bill. 5% of the retention money shall be refunded to the contractor after defect liability period.

9. MOBILIZATION - NIL

No mobilization advance shall be paid. Hence Clause no. 8.0 of General Conditions of Contract (GCC) stands deleted.

10. SECURED ADVANCE: NIL

11. PRICE ADJUSTMENT:

No escalation as per Clause 16.0 of GCC of EPI (including cement and steel)

12. Taxes and Duties: The following shall be also read with clause no 13 of GCC:

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

2. 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.

3. 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.

4. Rates to be quoted in this tender are inclusive of all taxes and duties etc. including GST (GST as per applicable shall be released on submission of documentary evidence of payment made towards GST).

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

6. Labour cess shall be reimbursed @ 1% of value of work done or as applicable from to time as per the directions of Government of Telangana.
13. PROGRESS REPORTS AND SCHEDULES

Clause no. 43.6 of General Conditions of contract (GCC) shall be read as under:

The contractor shall submit to the Engineer-in-charge by the third day of every Month two copies of a report duly updated along with BAR/CPM/PERT Chart in an approved Proforma showing the progress made in construction of the works during the previous month.

14. 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.

15. ARRANGEMENT OF CONCRETE

The Contractor has to submit the design mix for the work to be executed and other requirements will be as decided by Engineer in charge. Concrete mix design shall be carried out by the contractor at his own cost from approved laboratory before starting the work.

16. PROTECTION OF SITE

The contractor is required to make arrangements for protection of site at which the works are to be executed from inundation due to water, floods or other such situations etc. No extra payments shall be allowed for any delay in execution of the works on account of water standing at site of works and no claims for an extra rate shall be entertained on these accounts unless otherwise expressly specified.

17. 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.

18. SITE DOCUMENTS

The following site documents shall mainly be maintained by the contractor at site:
Special Conditions of Contract

19. 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.

20. 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.

21. 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.

22. WITNESSING OF TESTS BY THE ENGINEER-IN-CHARGE

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.

23. 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.

24. 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.

25. 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.

26. 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.

27. DOCUMENTS FOR SUPPLY ITEMS

For supply items in Part III of 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 inter state movement of vehicle.
g) List of recommended spares with specification and costs thereof.
h) Operation & Maintenance manuals.

28. TECHNICAL STAFF FOR WORK: Clause 27.0 of GCC shall be amended as below:

The following minimum key personnel would be deployed on the project by the Contractor for day to day execution and supervision of its works during the entire duration of the project. The minimum number and level of Engineers, Supervisors and other personnel to be deployed by the contractor during Maintenance/defect liability period shall be as directed by EPI. In case contractor fails to deploy adequate number of personnel at site/ office, EPI after giving seven days notice shall engage the required personnel solely at the risk and cost of the contractor and debit the cost of the same to the account of the contractor.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Position</th>
<th>Qualification</th>
<th>Total Experience</th>
<th>Experience in Civil Project</th>
<th>Number required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Engineer/Supervisors</td>
<td>Degree/Diploma in Civil Engineering</td>
<td>03</td>
<td>1</td>
<td>01</td>
</tr>
<tr>
<td>2.</td>
<td>Quantity Surveyor</td>
<td>Degree/Diploma in Civil Engineering</td>
<td>02</td>
<td>1</td>
<td>01</td>
</tr>
</tbody>
</table>

NOTE: Other supportive staff shall also be adequately deployed by the Contractor as per the requirement of work OR as directed by the Engineer-in-charge.

29. 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.
30. LAWS, BYE LAWS RELATING TO THE WORK: In addition to Clause 25.0 of GCC, the following responsibility is under contractor scope:

a) 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/RGUKT authorities. Other incidental expenditure if any shall be borne by the contractor and no reimbursement will be made for the same.

b) The contractor is responsible for obtaining the connection for water supply, sewer connection, electric connection and other connections if any from local authorities/state Electricity board.

c) 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.

d) The contractor shall engage a specialized agency for execution of, fire fighting work, fire alarm system and lift work. The specialized agencies so engaged should have relevant license as required for execution of these works. The contractor will submit the credentials of the specialized agencies along with their consent for approval of EPIL before engaging the specialized agency. It may, however, be noted that the entire responsibility towards quantity and quality of the entire project including services shall remain with the main contractor. Nothing extra will be paid on this account.

31. 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 APSS 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 as follows:

a) If the item is available in TG SOR 2018-19, contractor has to execute the item with the same rate.

b) If the item is not available in SOR 2018-19 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.

32. The contractor should invariably obtain necessary manufacturers test certificates from the suppliers of steel and cement for each and every consignment and furnish them to the Engineer-in-charge before use on works.

33. If any difference is observed on carriage inwards, carriage outwards and theoretical requirement of steel and cement for finished works, recovery at double the rate will be effected from the contractors bills for the quantity varied above the allowable limits.

34. For all Schedule BOQ items the nomenclature /rates/ unit of Telangana state SOR items shall be followed. In case any ambiguity is observed in Scheduled BOQ items relevant Telangana state SOR item will hold good.
35. **Facility by contractor Clause no 28.3 of GCC stands deleted.**

36. **Payments: Clause no 44.0 of GCC stands amended as follows,**

   Payments for the work done shall be released to Contractor within seven (15) 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 / APSS norms.

   The final bill payment to the Contractor shall be released 30 days after submitting GST/Sales Tax clearance certificates, 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.

37. **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.**

38. **Quantity variation : Clause no. 69.1(v) of GCC shall be modified as under**

   The quantities indicated in the BOQ are tentative. However contractor has to execute the works as per drawings and site conditions. Payment will be released for the work executed as per the rates quoted by contractor even if the quantities increases or decreases upto any extent.

39. **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.**

40. **The “Parties” shall make efforts to settle disputes, if any, amicably. Only if amicable settlement is not possible, the same shall be referred to the sole arbitration of the Chairman & Managing Director (CMD) of EPI or the person appointed by the CMD, EPI and the decision of the arbitrator shall be final and binding on the “Parties”. Arbitration will be according to “Conciliation & Arbitration” clause of GCC. (Enclosed Annexure – II)**

41. **Project sign board to be supplied and erected at the site office as per the drawing - (Not required)**

42. **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.**

**SIGNATURE OF THE CONTRACTOR WITH SEAL**
43. CONCILIATION AND 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-partē, 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.

44. JURISDICTION:

The courts in Chennai alone will have jurisdiction to deal with matters arising from the contract.
Kitchen Modification Works
800 sq.ft, 2nd Fl, Building No: 3 & 5
at RGUKT, Basar,

--- Proposed Works
--- Demolition of partition wall

--- KITCHEN
2.850x1.985

--- Platform

--- Shelves

--- Window (1.2x1.2 m)

--- Brick Work