TENDER DOCUMENT

TENDER No: SRO/CON/ETS/23 dated 03.09.2019

FOR

Tender for Supply and Installation of furniture’s at Indo Tibetan Border Police Campus, Palem Village, Kalikiri Mandal, Chittoor District, Andhra Pradesh

VOLUME - II

SPECIAL CONDITIONS OF CONTRACT
SPECIAL CONDITIONS OF CONTRACT

NIT No.: SRO/CON/ETS/023 dtd: 03.09.2019

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

Tender for Supply and Installation of furniture’s at Indo Tibetan Border Police Campus, Palem Village, Kalikiri Mandal, Chittoor District, Andhra Pradesh 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 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” Supply and Installation of furniture's at Indo Tibetan Border Police Campus, Palem Village, Kalikiri Mandal, Chittoor District, Andhra Pradesh”

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 Supply and Installation of furniture's at Indo Tibetan Border Police Campus, Palem Village, Kalikiri Mandal, Chittoor District, Andhra Pradesh “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. **SET OF CONTRACT DOCUMENTS**

The clause No. ‘6.0’ of General Conditions of Contract (GCC) of this Tender document shall be read as under:

The following documents will complete a set of tender documents:

**Volume-I**

Notice Inviting Tender (NIT)

**Volume-II**

a) Special Conditions of Contract (SCC)

**Volume – III**

a) Bill of Quantities (Price Bid)

5. **TIME SCHEDULE & PROGRESS**

“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>30 Days / 01 month</td>
<td>75% and completion of all supply</td>
</tr>
<tr>
<td>2</td>
<td>45 Days / 01 month</td>
<td>100% completion</td>
</tr>
</tbody>
</table>

a. **Defect Liability Period / ( O & M Period) :**

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

(Unless otherwise noted in Bill of quantity the standard Deflect liability period is 24 Months, or standard worry of factory made item , whichever is higher )

6. **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.

7. **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.

8. **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.

9. **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) Any other detail and specific requirement as deemed necessary

10. **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.

11. **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. 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 3 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.
12. **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.

13. **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.

14. **PROJECT COMPLETION**

The contractor shall inform in writing at least Two weeks 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.

15. **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.

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

16. **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.

17. **PLANTS & MACHINERY:**

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

18. **EQUIPMENT FOR TESTING OF MATERIALS & 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

19. **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
d) Catalogues

e) Documents required for registration of vehicle with the local transport Authority and other inter state movement of vehicle.

f) List of recommended spares with specification and costs thereof.

g) Operation & Maintenance manuals.

20. SECURITY DEPOSIT:

In the event of award of “Works”, Contractor shall submit to EPI, Bank Guarantees from a Nationalized Bank / Scheduled Bank towards security deposit @ 5% 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 02 years after the completion & handing over/ acceptance of the owner/ EPI with claim period of 6 months 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 performance of 2 years of defect liability period.

21. RETENTION MONEY:

Retention money shall be deducted from each running bill of the contractor at 5% (Five percent only) of the gross value of the Running Account bill. Retention Money shall be refunded to the contractor or on payment of the amount of final bill.

22. MOBILIZATION & SECURED ADVANCE: NIL

23. Payment terms and PRICE ADJUSTMENT:

The Clause No.4 and sub clauses 4.1, 4.2 of GPC shall be modified as under:

Stage-I 60% of the contract value on prorata shall be paid on initial inspection of complete material and furniture by EPI or the inspection agency appointed by EPI (or) after receipt of material at site.

Stage-II 30% of the contract value on prorata shall be paid on completion of successful installation / erection of the furniture / items.

Stage-III 10% of contract value on prorata shall be paid on testing, commissioning, certification wherever required, and handing over to ITBP, GOI, on the basis of Certificate to be issued by the Engineer-in-Charge on proof of having successfully completed the final inspection, commissioning, and handing over of all the furniture/items for the beneficial use to ITBP, GOI.

(Deduction towards Security Deposit/Retention Money is applicable as per contract)

24. Taxes and Duties:

The following shall be also read with clause no 13 of GCC:

Since this works including supply and installation, EPI had considered the applicable GST @ 18% only. Hence the EPI will release the GST @ 18% on each bill towards this works contract.

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.

**VARIATION IN TAXES & DUTIES**

Any new taxes introduce by Central Govt / State Govt or variation in taxes is payable to contractor subject to reimbursement of same from client. If client has not reimbursed any new taxes and variation in taxes contractor does not have any claim on this and are not payable. Contractors are requested to submit the proof of deposit of taxes claimed failing which it shall not be claimed from client.

25. The contractor has to get executed the works from specialized agencies for the specialized nature of works such as finishing items, arboriculture, electrical works any other specialized work as decided by Engineer In charge. The contractor has to obtain the approval from Engineer-In charge of EPIL for execution of specialized nature of work.

26. The contractor shall engage a specialized agency for execution of Air Conditioning works. 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.

For items not covered under any of the specifications mentioned in Tender Documents, the works shall be carried out as per 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:

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

28. Payments for the work done shall be released to Contractor within Seven working days of receipt of RA Bill duly certified by EPI’s representative after deducting recoveries if any.

The final bill payment to the Contractor shall be released 30 days after submitting GST 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.

29. The Contractor 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 Contractor’s portion of work, the same shall be binding on Contractor and the Contractor has to execute the same at rates quoted by them.

30. 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.

31. The Contractor confirms that it holds EPF Code number, Valid GSTIN 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 Service tax, 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.

32. 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.

33. 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.

34. Income tax shall be deducted as per the prevailing rate of tax as applicable.

35. The Contractor 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 Contractor, but not included in Contractor’s scope of work do not get affected / delayed.

36. 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.

37. The Contractor shall deploy sufficient plant & equipment of the required capacity and in good working condition for completion of the works in stipulated time with required quality.

38. 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.
39. EPI is an ISO-9001 and ISO-14001 Company. The conditions of the ISO as applicable should be followed by the Contractor for implementation & maintaining the established procedures of EPI for this purpose. Following documents have been provided by EPI to Contractor & Contractor confirms receipt of the same:

   a. Quality, Environmental, OH & safety policy
   b. Environmental, Objectives & Targets
   c. Operational control – Noise
   d. Operational control – wastage
   e. Operational control – energy
   f. Operational control – Deforestation
   g. Operational control – Plantation of trees
   h. OH & S. management objects & targets

44. 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 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)

45. The work executed by Contractor shall be subject to audit and quality control checks from Quality Control Division & Technical Audit of EPI, Client and 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.

46. 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.

47. LIST OF PREFERRED MAKES.

   a. Contractor shall supply the materials strictly in accordance with BoQ specification and makes mentioned therein.
   b. The Contractor shall obtain written approval from the Engineer-In-Charge before placing order for any specific make of the material from the approved makes.
   c. Unless otherwise specified in the tender document all the materials should comply with the exact BoQ Specification in Toto.

48. Mode of Measurement:

All work shall be measured as per standard norm of IS code and CPWD specification. But in special cases Engineer –in-charge decision as final.


CONCILIATION AND ARBITRATION

Modification of arbitration’s clause no 76.0 of GCC as follows

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.

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. When such conciliation has failed, the parties shall adopt the following procedure for arbitration:

1. Except where otherwise provided for in the contract, any disputes and differences relating to the meaning of the specifications, designs, drawings and materials used in the work or as to any other question, claim, right, matter or thing 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 or 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 Arbitration of the Chairman and Managing Director (CMD) of Engineering Projects (India) Limited (EPI), or any other person discharging the functions of CMD of EPI is unable to act, to the Sole Arbitration of some other person appointed by the CMD of EPI or such person discharging the functions of CMD of EPI. There will be no objection if the arbitrator so appointed is an employee of Engineering Projects (I) Ltd. However, such an employee shall not have directly dealt with the said contract or the works there under on behalf of EPI. Such Arbitrator shall be appointed within 30 days of the receipt of letter of invocation of arbitration duly satisfying the requirements of this clause.

2. If the arbitrator so appointed resigns his appointment, 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.

3. 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.

4. 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 proceeding.

5. The work under the contract shall continue, if required, during the arbitration proceedings.

6. The arbitrator shall make speaking Award and give reasons for his decisions in respect of each dispute/claim along with the sums awarded separately on each individual item of dispute or difference or claims. The Arbitrator shall make separate award on each reference made to him.

7. The award of the arbitrator shall be final, conclusive and binding on both the parties.

8. Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 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.

Note: Notwithstanding anything contained here in above, this clause shall not be applicable where the dispute is between EPI and another Public Sector Enterprise or Govt. Department for which a separate Arbitration Clause is provided vide Clause No. A given below: -

A. ARBITRATION BETWEEN PUBLIC SECTOR ENTERPRISES INTERSE/ GOVERNMENT DEPARTMENTS.

1. In the event of any dispute or difference relating Interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the arbitration as per the instructions (Office Memorandum/Circulars) issued by Govt. of India from time to time with regard to arbitration between one Govt. Deptt and another, one Govt. Deptt. and a Public Sector Enterprise and Public Sector Enterprises inter se.

2. Subject to any amendment that may be carried out by the Government of India from time to time the procedure to be followed in arbitration shall be as is contained D.O. No. DPE/4(10)/2001-PMA-GL1 dated 22/01/2004 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises or any modification issued in this regard.

B. JURISDICTION:

The courts in Chennai alone will have jurisdiction to deal with matters arising from the contract.