

## **SPECIAL CONDITIONS OF CONTRACT**

**Name of Work :**      **Construction of Architectural/Interior works and balance Civil Works for Pre-engineered Steel Building for NRL at GS Road, Guwahati**

### 1.      **Brief Scope of Work**

Numaligarh Refinery Limited proposes to construct a Office Building at its own plot of land located at Christianbasti, GS Road, Guwahati-6. The office building shall be a two storied pre-engineered steel building having a floor area of 10000 Sqft.

In order to facilitate construction of the building, following Architectural/ Interior works including few civil construction work are proposed to be executed :

- **Architectural/ Interior work including Flooring, False Ceiling, Structural Glazing, Partition Wall etc.**
- **Plumbing & Sewerage work.**
- **Shed for DG Set & Car Parking**
- **Septic Tank and UG Water Reservoir**

All works should be carried out as per line, level, location, c/s etc as indicated/ instructed / made available by NRL prior to execution (if not \provided in this tender), indicated in the drawing, and as per relevant Standard & Specification, IS Codes of practice etc.

### 2.      **Drawings**

Drawings are attached with the tender document and shall be for tendering purpose only and not for execution. Separate AFC drawings shall be issued for execution of the work.

### 3.      **Consultant**

M/s Cadmetric Consulting is engaged as the architectural consultant for the job and the contractor shall abide by the instructions issued by the consultant from time to time. **The project co-ordinator appointed by the consultant shall be the Engineer-in-charge for the job.**

### 4.      **Site Visit**

Bidders are advised to visit site and acquaint with the site situation before quoting his/their rate.

### 5.      **Work site**

It may be noted that several other agencies shall also be working within the same site. Contractor shall be responsible for smooth and uninterrupted progress and shall work in close co-ordination with NRL/Consultant and other agency working in / nearby that area, so that works are completed within the specified time schedule.

### 6.      **Scope of supply**

NRL shall not issue any material on free issue basis. All the materials required for execution of the work shall be procured and supply by the contractor.

### 7.      **Construction water / Electricity**

Subject to availability, Construction Water shall be provided by Owner to the Contractor free of cost at one point near the battery limit of the plot. Contractor shall make his own arrangement for further distribution of the same at his own cost.

Subject to availability, Construction Power shall be provided by Owner to the Contractor free of cost at one point near the battery limit of each location. Contractor shall make his own arrangement for further distribution of the same at his own cost.

8. **Time schedule**

The time schedule for completion of the works shall be 2 months from the date of handing over of site.

The above completion schedule are for completion of the entire scope of work. However, EIC may give separate time schedule for completion of part work to ensure availability of site to different contractors and same needs to be strictly adhered to.

The period of completion given includes the time required for mobilization as well as testing, rectifications, if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

9. **General Conditions of Contract**

NRL's GCC shall be applicable for the work and bidder may acquaint themselves with the same which is available in NRL's office.

10. **Engineer In charge**

Project Co-ordinator, M/s Cadmetric Consulting shall be the Engineer -in-Charge for the work.

11. **Defect Liability Period**

The defect liability period for the work shall be 12 (twelve) months from the date of completion of the work in all respect.

12. **Taxes & Duties**

Without prejudice to stipulations in General Conditions of Contract, the bidder should quote firm prices inclusive of all taxes, duties, sales tax on works contract and other levies on which no variation will be allowed. **However, the quoted price should be exclusive of SERVICE TAX. Service Tax as applicable will be loaded on the quoted price by NRL.**

13. **Works Contract**

The entire work covered under this contract shall be treated as "Works Contract".

14. **Royalty**

CONTRACTOR to pay all Royalties, Taxes etc. for the soil, quarry stone, gravel etc and Prices quoted by him shall include such provisions.

15. **Firm Price**

The contracted price shall be firm & fixed except statutory variation in taxes and duties till completion of the work in all respect and no escalation in prices on any other account shall be admissible to the contractor.

16. **Provident Fund**

Contractor shall strictly comply with the provisions of Employees Provident Fund Act and register themselves with RPFC before commencing work. The Contractor shall deposit Employees and Employer's contributions to the RPFC every month. The Contractor shall furnish along with each running bill, the challan/ receipt for the payment made to the RPFC along with the wage sheet for the preceding months.

17. **Miscellaneous**

a) Contractor have to arrange for testing of various construction materials, work done etc as per frequency of sampling & testing in line with relevant EIL specification / IS Codes of practice without any extra cost. The rates deemed to have been inclusive of all testing charges, requirements etc to be conducted for conformance as stipulated in the Standard/ specifications etc for acceptance of the materials and work executed.

b) Valid Calibration certificates for Surveying instrument, Compressive testing machine, weigh batcher, weighing machine, testing apparatus etc should be made available along with the instrument and shall be renewed / validated till the completion of job without any extra cost.

c) Contractor to keep absolute harmony / peaceful co-ordination with various agencies and workers working at the premises so as to achieve un-interrupted progress of work. In case of any disputes, the same shall be settled appropriately and amicably without hampering progress of work.

d) Safety at work site must be maintained as per relevant HSE norms of NRL. The instruction from Engineer-in-charge must be followed to ensure safe completion of all the works.

e) The contractor shall employ a experienced engineer (Diploma Holder) for supervision of the work. Please note that the contractor shall not be allowed to continue with the work in absence if the Site Supervisor and penalty @ Rs. 1,000.00 per day shall be deducted in case the experienced supervisor is not employed.

19. In case of contradiction between Indian Standard, General Conditions of Contract, Special Conditions of Contract, specifications, Drawings, Schedule of Rates, the following shall prevail in order of precedence.

- i) Fax of Acceptance, detailed Letter of Acceptance along with statement of Agreed Variations and its enclosures.
- ii) Schedule of Rates and Quantities.
- iii) Special Conditions of Contract.
- iv) Specific Job Requirement.
- iv) Job Specification.
- v) Drawings.
- vi) General Conditions of Contract.
- vii) Indian Standards/Technical Specifications.

In case of non-reconciliation of the conflict / contradiction, the decision of the EIC shall be binding upon the CONTRACTOR.

### **18. Material Supply & other**

The company does not undertake any responsibility for supply of any materials to the contractor. However, Electrical Power & water will be provided free of cost.

All materials, tools and plants brought to site by the contractor shall be deemed to be held in lien by the company and the contractor shall not have the right to remove the same from the site, without the written permission of the Engineer In Charge. The company shall not however be liable for any loss, theft or damage due to fire or other cause during this period of lien, the responsibility for which shall lie entirely on the contractor.

The contractor shall bear the cost of loading, transportation to site, unloading, storing under cover as required etc. as may be necessary for the use and keeping the materials in good condition.

All charges on account of octroi, terminal or sales tax and other duties on materials obtained for the works from any source shall be borne by the contractor.

### **19. Quality Assurance - Materials and Workmanship**

The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the drawings, specifications, instructions of the Engineer In Charge. The Engineer In Charge may issue, from time to time, further drawings, detailed instructions/ directions in writing to the

contractor. All such drawings, instructions/directions shall be consistent with the contract documents and should be reasonably inferable there from, along with clarifications/ explanations thereof, if necessary.

For Quality Assurances of all the Civil Engineering Works the norms/ guidelines laid down by the company herein and elsewhere will form part of the contract for the purpose of quality of works.

The contractor shall be responsible for correct and complete execution of the work in a workman like manner with the materials as per specification which shall be subject to the approval of the company. All work under execution in pursuance of the contract shall be open to inspection and supervision by the Engineer In Charge or by his authorised representative or any other official of higher rank or any other person authorised by the company in his behalf & the contractor shall allow the same.

All materials to be provided by the contractor shall be in conformity with the specifications/schedule of work as per the contract and the contractor shall furnish proof, if so required by the Engineer In Charge to his satisfaction that the materials do so comply.

The contractor shall immediately after the award of work draw up a schedule giving dates for submission of samples as required or necessary as per the specification for approval of Engineer In Charge who shall approve ,if found acceptable, promptly so that there is no delay in the progress of the work of the contractor or of the work of any of the sub-contractor.

On receipt of samples as per schedule, the Engineer In Charge shall arrange to examine/test with reasonable promptness ensuring conformity of the samples with the required specification and complying with the requirements as per contract documents keeping in view that the work shall be in accordance with the samples approved by him. The contractor shall not start bringing materials at the site unless the respective samples are approved. Materials conforming to approved samples shall only be brought to site.

Samples are to be supplied by the contractor at his own cost. The cost involved in tests shall be borne by the contractor. If any test is ordered by the Engineer In Charge which is to be carried out by any independent person or agency at any place other than the site even then the cost of materials and testing charge etc. shall be borne by the contractor. If the test shows that the materials are not in accordance with the specifications, the said materials shall not be used in the work and removed from the site at contractors cost.

The company, through the Engineer In Charge, shall have full powers to reject any materials or work due to a defect therein for not conforming to the required specification, or for materials not being of the required quality and standard or for reasons of poor workmanship or for not being in accordance with the sample approved by him. The contractor shall forthwith remedy the defect/replace the materials at his expense and no further work shall be done pending such rectification/replacement of materials, if so instructed by the Engineer In Charge.

In case of default on the part of the contractor, the Engineer In Charge shall be at liberty to procure the proper materials for replacement and/or to carry out the rectifications in any manner considered advisable under the circumstances and the entire cost & delay for such procurement/rectification shall be borne by the contractor.

The Engineer In Charge shall be entitled to have tests carried out for any materials, according to the standard practice followed for such tests, other than those for which satisfactory proof has already been furnished by the contractor who shall provide at his expense all formalities which the Engineer In Charge may require for the purpose.

The cost of any other tests, if so required by the Engineer In Charge, shall be borne by the contractor only, if the test shows the workmanship or materials not to be in accordance with the provision of the contract or the instruction of Engineer In Charge, but otherwise by the company.

Access to the works: The Engineer-in-charge and any person authorised by the company shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles are being obtained for the works and the contractor shall forward every assistance in or in obtaining the right to such access.

Inspection of works:

i) No work shall be covered up or put out of view without the approval of the Engineer-in-charge or the Engineer-in-charge's representative or any other officer nominated by the company for the purpose and the contractor shall afford full opportunity for the EIC or EIC's representative or any other officer nominated by the company for the purpose to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. the contractor shall give due notice to the Engineer-in-charge's representative whenever any such work or foundations is ready or about to be ready for examination and the Engineer-in-charge's representative shall, without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or foundations.

The contractor shall uncover any part or parts of the works or making openings in or through the same as the Engineer In Charge may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of Engineer-in-charge.

If any such part or parts have been covered up or put out of view after compliance with the requirement of sub-clause above and are found to be executed in accordance with the contract, the expenses of uncovering, making openings in or through and making good the same shall be borne by the Employer, but in any other cases all costs shall be borne by the contractor.

## **20. Removal of Improper Work and Materials:**

The Engineer-in-charge shall during the progress of the works have power to order in writing from time to time, the removal from the site, of any materials which in the opinion of Engineer-in-charge, are not in accordance with the contract/ work order/approved sample.

The substitution with proper and suitable materials, the removal and proper re-execution, notwithstanding any previous test thereof or interim payment there form, of any work which in respect of materials or workmanship is not in accordance with the contract.

In case of default on the part of the contractor in carrying out such order, the Engineer-in-charge shall be entitled to employ and pay other agency to carry out the same and all expenses consequent thereon shall be recoverable from the contractor or may be deducted from any amount due or which may become due to the contractor.

**21. Devaluation of Work :** In lieu of rejecting work done or materials supplied not in conformity with the contract/work order/approved samples, the Engineer-in-charge or any other officer nominated by the company for the purpose may allow such work or materials to remain, provided the Engineer In Charge/ the officer nominated by the company is satisfied with the quality of any materials, or the strength and structural safety of the work, and in that case shall make such deduction for the difference in value, as in his opinion may be reasonable.

**22. Final Inspection of Work:** The Engineer-in-charge and any other officer nominated by the company for the purpose shall make final inspection of all work included in the contract/work order, or any portion thereof, or any completed structure forming part of the work of the contract, as soon as practicable after notification by the contractor that the work is completed and ready for acceptance. If the work is not acceptable to the Engineer-in-charge at the time of such inspection, he shall inform the contractor in writing as to the particular defects to be remedied before final acceptance can be made.

**23. Defects appearing after acceptance:** Any defects which may appear within the defect liability period and arising, in the opinion of the Engineer-in-charge, from lack of conformance with the drawings and specifications, shall, if so required by the Engineer-in-charge in writing, be remedied by the contractor at his own cost within the time stipulated by the Engineer-in-charge. If the contractor fails to comply, the Engineer-in-charge may employ other persons to remedy the defects and recover the cost thereof from the dues of the contractor.

**24. Site Order Book :** A Site Order Book is a Register duly certified by the Engineer-in-charge regarding number of pages it contains, each page being numbered, name of work, name of contractor, reference of contract/ work order and the aforesaid certificate should be recorded on its first page.

Site Order Books shall be maintained on the sites of works and should never be removed there from under any circumstances. It shall be the property of the company. The engineer In Charge or his authorised representative shall duly record his observations regarding any work which needs action on the part of the contractor like, improvement in the quality of work, failure to adhere to the scheduled programme etc. as per contract/work order. The contractor shall promptly sign the site order book and note the orders given therein by the EIC or his representative and comply with them. The compliance shall be reported by the contractor in writing to EIC in time so that it can be checked.

The Site Order Book will be consulted by the Engineer In Charge at the time of making both running on account and final bills of the contractor. A certificate to this effect should be given in the Measurement books by the Engineer In Charge or his representative.

**25. Samples and Testing of Materials:** All the materials to be procured by the contractor and to be used in work shall be approved by the Engineer In Charge in advance, and shall pass the tests and analysis required by him, which will be as specified in the specifications of the items concerned and or as specified by BIS or the IRC standard specifications acceptable to the Engineer In Charge. The method of sampling and testing shall be as per the relevant BIS, IRC and other relevant standards and practices. Minor minerals like sand, stone chips etc. shall be conforming to relevant BIS standards. All bought out items including Cement and Steel shall be procured from such manufacturers who hold valid license conforming to relevant BIS standards for manufacturing of such items.

**26. Storage of Materials:** Materials shall be so stored as to ensure the preservation of the quality and fitness for the work. When considered necessary by the Engineer-in-charge, they shall be placed on wooden platforms or other hard, clean surfaces and not directly on the ground.

Materials shall be placed under cover when so directed and the contractor shall erect and maintain at his own cost temporary weather-proof sheds at the work site for the purpose. Stored materials shall be so located as to facilitate prompt inspection. All stored materials

shall be inspected at the time of use in the work, even though they may have been inspected and approved before being placed in storage or during storage.

**27. Defective Materials:** All materials not conforming to the requirements of the specifications shall be considered as defective, and all such materials, whether in place or not shall be rejected. They shall be removed immediately by the contractor at his expenses and replaced with acceptable material.

No rejected material, the defects of which have been subsequently corrected, shall be used on the work until approval in writing has been given by the Engineer In Charge. Upon failure on the part of the contractor to comply with any instruction of the Engineer-in-charge made under the provisions of this article within the time stipulated by the Engineer-in-charge, the Engineer-in-charge shall have authority to remove and replace defective material and recover the cost of removal and replacement from the contractor.

Further all such defective material lying at site not removed and replaced within 30 days after issue of notice by the Engineer-in-charge, if the Engineer-in-charge so decides, shall dispose off such material in any manner without any further written notice to the contractor.

### **28. Measurement and Payments**

Except where any general or detailed description of the work in the Bill of Quantities or specifications of the contract/ work order provides otherwise, measurement of work done shall be taken in accordance with the relevant standard method of measurement published by the Bureau of Indian Standards (BIS) and if not covered by the above, other relevant Standards/practices shall be followed as per instructions of the Engineer In Charge.

All items of work carried out by the contractor in accordance with the provision of the contract having a financial value shall be entered in the Measurement Book as prescribed by the company so that a complete record of the measurements is available for all the works executed under the contract and the value of the work executed can be ascertained and determined there from. Measurements of completed work / portion of completed work shall be recorded only in the Measurement Books.

Measurement shall be taken jointly by the Engineer-in-Charge or his authorised representative and by the contractor or his authorised representative.

Before taking measurements of any work, the Engineer In Charge or the person deputed by him for the purpose shall intimate the contractor to attend or to send his representative to attend the measurement. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the contractor objects to any measurements, a note to that effect shall be made in the Measurement Book / Log Book and signed and dated by both the parties.

The measurement of the portion of work/items of work objected to, shall be re-measured by the Engineer In Charge himself or the authority nominated by the company for the purpose in the presence of the contractor or his authorised representative and recorded in the M.B. which shall be signed and dated by both the parties. Measurements so recorded shall be final and binding upon the contractor and no claim whatsoever shall thereafter be entertained.

In case the contractor or his authorised representative does not attend to the joint measurements at the prefixed date and time after due notice, the measurements taken by the Engineer In Charge or his representative shall be final and binding on the contractor.

Measurement of the extra items of work or excess quantities of work duly authorised in writing by the Engineer In Charge shall also be taken and recorded in the M.B. based on the existing items in the SOR of the company and if such items do not exist in the company's SOR, the description of the work shall be as per actual execution. Payment

for such extra items will be based on the rates to be derived as described in the relevant clauses of the contract/ work-order

No work shall be covered up or put out of view without the approval by the Engineer In Charge and recording of measurements and check measurement thereof duly accepted by the contractor. The contractor shall provide full opportunity to the Engineer In Charge or his representative to examine and measure all works to be covered up and to examine the foundations before covering up.

The contractor shall also give notice to Engineer In Charge whenever such works or foundations are ready for examination and the Engineer In Charge shall without unreasonable delay arrange to inspect and to record the measurements, if the work is acceptable and advise the contractor regarding covering of such works or foundations.

In case of items which are claimed by the contractor but are not admissible according to the department, measurements of such items, will be taken by for record purposes only and without prejudice so that in case it is subsequently decided by the department to admit the contractor's claims, there should be no difficulty in determining the quantities of such work. A suitable remark should, however, be made against such measurements to guard against payment in the ordinary way.

**29. Payment Term:** Payment will be made monthly against work done during the preceding month on prorate basis of item rates as accepted in the Contract. Further, break up of payment terms if deemed necessary shall be decided by the Engineer-in-Charge.

**100% of the quoted rate on completion of item of work.**

The above progressive payments are subject to deductions towards Security Deposit, Income Tax and other recoveries as applicable as per terms of contract. Further break up of above payment terms, if deemed necessary for any progressive payment of individual item may be mutually arrived at between the Engineer-in-Charge and contractor.

Running on account bill/bills for the work executed/ materials supplied in accordance with the work order/ contract shall be prepared on the basis of detailed measurements recorded as described hereinbefore and processed for payments.

Payment for excess quantity of work done with the written instructions of the Engineer In Charge for items already appearing in the bill of quantities of work with approved rates, will be made alongwith the on account bills only upto 10% of the quantity provided in the agreement subject to overall value of work not exceeding the agreement value.

Extra items of work executed will be paid on specific written authorisation of Engineer In Charge's of the company provided that the value of such extra items of work when added together is not more than 10% of the contract value and the total gross payment including excess quantity does not exceed the contract value.

Balance amount on account of excess quantity and extra items of work executed shall be paid after the deviation estimate/revised estimate regularising the extra items and excess quantities of work is sanctioned by the competent authority of the company.

On the Engineer In Charge's certificate of completion in respect of the work covered by the contract / final measurements of the work certified by the Engineer In Charge or his representative.

The measurements shall be entered in the M.B for the work done upto the date of completion and evaluated based on the approved rates for the items in the contract agreement/sanctioned revised estimate. In case of extra items of work, the rates shall be derived as stated in the relevant clause of the contract.

The payments shall be released against the final bill subject to all deductions which may be made on account of materials supplied, water supply for construction, supply of electricity and any other dues payable by the contractor to the company, and further subject to the contractor having given to the Engineer In Charge a no claim certificate.

The contractor shall indemnify the company against proof of depositing royalty on account of minor minerals used in the work before the final bill is processed for payments. The final payment to be made will also be subject to the General Terms & Conditions of the contract.

Any certificate given by the Engineer In Charge for the purpose of payment of interim bill/bills shall not of itself be conclusive evidence that any work/materials to which it relate is/are in accordance with the contract and may be modified or corrected by the Engineer In Charge by any subsequent certificate or by the final certificate.

The company reserve the right to recover/enforce recovery of any over payments detected after the payment as a result of post payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not.

The amount of such over payments shall be recovered from subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of over payment on demand.

The contractors are required to execute all works satisfactorily and according to the specifications laid down in the contract/ work order. If certain items of work, executed by the contractor, are below specifications, the contractor should re-do them according to cost of the contractor. Engineer In Charge may accept such work of below specifications provided the department is satisfied with the quality of such works and the strength/ structural safety of such works. In that case Engineer In Charge shall make such deductions for the difference in value, as in his opinion is reasonable and is approved by the accepting authority of the company.

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