

(TENDER NO. ISPRL/VSP/PR-08/17-18/HARD STANDING/ T2 dated 16.08.2017)



SECTION III

SPECIAL CONDITIONS OF CONTRACT (S.C.C)

COVER PAGE

BIDDING DOCUMENT FOR CONSTRUCTION OF RCC BED & GI BARBED

WIRE FENCING WITH RCC POLES

At

Indian Strategic Petroleum Reserves Limited

Strategic Crude Oil Storage Facilities

Lova gardens, Behind HSL fabrication Yard

Post Box No.999, Gandhigram Post

VISAKHAPATNAM-530005



INDEX

NAME OF WORK : DEVELOPING STORAGE YARD FOR SPARE PIPES, SCRAP MATERIAL, VALVES, CABLES AND ERECTING BARBED WIRE FENCING BY MENS OF CONSTRUCTING A RCC BED & GI BARBED WIRE FENCING WITH RCC POLES AT INDIAN STRATEGIC PETROLEUM RESERVES LIMITED (ISPRL), VISAKHAPATNAM – 530 005..

TENDER DOC NO. : : **ISPRL/VSP/PR-08/17-18/HARD STANDING/ T2 dated 16.08.17**

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SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL

- 1.1 Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC). Schedule of Rates, specifications of work, drawings and any other document forming part of this Contract wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3 Where any portion of the GCC is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provision(s) of the Special Conditions of Contract shall be deemed to override the provision(s) of GCC only to the extent that such repugnancies or variations in the Special Conditions of Contract are not possible of being reconciled with the provisions of GCC.
- 1.4 Wherever it is stated in this Bidding Document that such and such a supply is to be effected or such and such a work is to be carried out, it shall be understood that the same shall be effected / carried out by the Contractor at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context. Contract value (also referred to as Contract Price) shall be deemed to have included such cost.
- 1.5 In case of irreconcilable conflict between relevant Indian standards, GCC, Special Conditions of Contract, Specifications, Drawings and Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict, in order of precedence:
- i) Detailed Letter of Acceptance (along with Statement of Agreed Variations, if any) and its enclosures such as Schedule of Rates, Labour Rates, etc.
 - ii) Letter / Fax of Acceptance
 - iii) Special Conditions of Contract
 - iv) General Conditions of Contract
 - v) Scope of work / Job / Particular Specifications
 - vi) Drawings
 - vii) Technical/Material Specifications
 - viii) Indian Standards

2.0 DETAILS OF WORK

2.1 Scope of Work

The Scope of Work shall be as described in **Appendix-I to SCC**.

2.2 Scope of Supply

The Scope of Supply shall be as described in **Appendix-I to SCC**.



2.3 Time Schedule

- 2.3.1 The Work shall be executed strictly as per time schedule, i.e, the work to be completed with 60 days from date of issue of LOI/PO. The period of completion given includes the time required for mobilization as well as testing, rectifications, if any, retesting, demobilization and completion in all respects to the satisfaction of ISPRL.
- 2.3.2 A joint programme /schedule of execution of work will be prepared by the Engineer-in-Charge and Contractor. This programme will take into account the time of completion mentioned in 2.3.1 above.
- 2.3.3 Daily / Monthly / weekly execution programme will be drawn up by ISPRL. The Contractor shall scrupulously adhere to the Targets / Programme by deploying adequate personnel, Equipment, Tools and Tackles and also by timely supply of required materials coming within his scope of supply as per Contract.
- 2.3.4 Contractor shall give every day category-wise labour and equipment deployment report along with the progress of work done in the proforma prescribed by ISPRL.

2.4 Water, Power Supply and Land for contractors site office / Labour amenities.

Water and power shall be provided by ISPRL from the nearest available source for which the contractor has to make his own arrangements for using these resources. Contractors site office, Labour amenities will be the responsibility of the contractor.

2.5 Billing and Terms of Payment

The Contractor shall submit the Bills / invoice, in quadruplicate, for the work done once in a month. The Contractor shall submit all relevant documents, if specifically asked by ISPRL, for certification of invoice.

ISPRL shall release the payments **within 30 days** from the date of receipt of Bills, if found in order. No advance shall be paid.

2.6 On Account Payments

- a. Monthly Running Account Bills
- b. Payments will be made against Running Accounts Bill certified by ISPRL within 15 days from the date of receipt of the certified bill by ISPRL.
- c. Running Account bills and the Final Bill shall be submitted by the Contractor together with the duly signed measurement sheet / MIS Reports to ISPRL in quadruplicate for certification.



- d. All running account payments shall be regarded as on account payment (s) to be finally adjusted against the final bill payment.
- e. The final bill shall be submitted by the Contractor within one month of the date of completion of the work fully and completely in all respects.
- f. Payment of final bill shall be made within 30 days from the date of receipt of the certified bill by the Disbursement Section of the owner.
- g. Payment shall be made only through e-Payment mode through any of the designated banks to ensure that timely payments are processed. The agency shall necessarily fill requisite formats and complete all formalities for the same before submission of first bill. Due to non-fulfilment of e-Payment requirements, ISPRL shall not be responsible for any delay in the payments. Owner reserves the right to make payment in any alternate mode also.

2.7 Firm Price

The quoted price shall be FIRM and no escalation in price on any account shall be admissible to the Contractor till the work is completed in all respects. However, if there is any change in minimum wages during the contract period, the same will be considered for payment on the item no.1 and 5 of SOR.

2.8 Quality Assurance System

- 2.8.1 Owner's representative shall reserve the right to inspect / witness, review any or all stages of work at shop / site as deemed necessary for quality assurance.
- 2.8.2 In case CONTRACTOR fails to follow the instructions of ISPRL with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of ISPRL.

2.9 Working Hours

Depending upon additional specific requirements and upon ISPRL advice, the works may have to be started earlier or beyond normal working hours and on holidays also for which no additional charges (OT) claim shall be entertained. Normal working hours will be 8.30 am to 5.00 pm with half an hour lunch break.

3.0 SECURITY DEPOSIT

The contractor shall within 10 (Ten) days of receipt of the notification of acceptance of the tender or letter of intent, shall remit the security deposit of amount equivalent to 10% of the Contract value to ISPRL. The security deposit shall be in the form of Bank Draft/Pay Order/Bank Guarantee from a Scheduled Bank / Nationalized Bank valid upto Three (3) months after defect liability period and the same shall be released after Three months from the date of completion of defect liability period.



Bank Guarantee shall be provided as per the enclosed format. Contractor may note that payment towards running bill shall not be paid unless & until SECURITY DEPOSIT is paid to ISPRL.

Owner reserves the right to deduct any amount from the Security Deposit at the time of expiry of Contract / Termination of Contract.

3.0.1 DEFECT LIABILITY PERIOD

The defect liability period will be One year from the date of completion of job. Any defects related to construction found if any are to be attended with no additional cost by the contractor after receiving the information from ISPRL. If the problem is not attended within the given time frame, the rectification job will be done by ISPRL and the double the cost will be recovered from the vendor from the available Security deposit.

4.0 PENALTY CLAUSE

Owner shall reserve the right to impose cash penalty on the contractor and deduct such amount from his bills or Security Deposit in case Owner is put to any inconvenience due to non-performance or financial loss of any nature whatsoever, directly or indirectly by any of the contractor's personnel or by the contractor.

5.0 WORKS CONTRACT TAX

Every contractor who works for Owner should obtain an exemption certificate from the Commissioner of Sale Tax (works contract) otherwise Owner shall deduct the amount of TDS in accordance with the provisions of this Act. If at any stage the contractor's establishment gets an exemption certificate, he shall apply for refund to the Sales Tax Commissioner. Owner will furnish only a TDS certificate for the amount deducted and deposited with the Commissioner.

6.0 INCOME TAX

Income tax deduction shall be made from the gross amount billed as per the rules and regulations in force in accordance with income tax act prevailing from time to time.

7.0 CONTRACTOR'S OBLIGATIONS/ RESPONSIBILITIES

7.1 OBLIGATIONS:

The Contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund Act, 1952, Employees Pension Scheme, 1995, ESI Act 1948, Contract Labour (Regulation and abolition) Act, 1970, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Workmen's compensation Act 1923, Works Contract Act 1999 and other relevant Acts, Rules and Regulations in force and as amended from time to time and are in force in the State where the subject work under this Contract are executed.



7.2 RESPONSIBILITIES:

- 7.2.1 It shall be the responsibility of the CONTRACTOR to obtain the approval for any revision and/or modifications decided by the CONTRACTOR from the OWNER/ Engineer-in-Charge before implementation. Also such revisions and/ or modifications if accepted/ approved by the OWNER/ Engineer-in-Charge shall be carried out at no extra cost to the OWNER.
- 7.2.2 All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
- 7.2.3 It shall be responsibility of the CONTRACTOR to provide, operate and maintain all necessary construction equipment, steel scaffoldings and safety gadgets, and lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules without any extra cost to the OWNER.
- 7.2.4 The CONTRACTOR shall be responsible for procurement and supply in sequence and at the appropriate time of all equipment / materials and consumables and his rates for execution of work will include of supply of all these items.

8.0 PAYMENT OF TAXES, DUTIES, CESS & OTHER LEVIES

The contractor shall be fully and exclusively responsible for the payment (and liable for all consequences in the event of default) of any and all taxes, duties, octroi, & other levies including service tax now or hereafter imposed, increased or modified from time to time in respect of the above job. The change in service tax if any after the award of contract shall be to ISPRL a/c.

9.0 INSURANCE POLICIES

The Contractor shall at his own cost and initiative take out and maintain at all times until the close out of the Contract, insurance policies as mentioned in General Conditions of Contract and also in respect of workmen engaged by him for providing services under this Contract, in order to keep himself as well OWNER fully indemnified from and against all claims whatsoever including but not limited to those arising out of the provisions contained in Workmen's Compensation Act, 1923. Should the Contractor fail to take out and/or keep afoot insurance as provided for in the foregoing paragraph, OWNER shall be entitled (but without any obligation to do so) to take out and/or keep afoot such insurance at the cost and expense of the Contractor and without prejudice to any other rights or remedies of OWNER in this behalf, to deduct the sum(s) incurred thereof from any amounts due to the Contractor.

10.0 GOVERNING LAWS & JURISDICTION

The terms and provisions of this Contract shall be governed and interpreted in accordance with the laws of India in force and is subjected to and referred to the court of law located at New Delhi which shall have exclusive jurisdiction.



11.0 CONTRACT AGREEMENT

The successful Bidder shall be required to execute a Contract Agreement with ISPRL as per proforma attached in the Bidding. Document on the non-judicial stamp paper of appropriate value (**Minimum Rs. 100/-**) to be purchased from Delhi/Visakhapatnam. The cost of stamp paper shall be borne by successful Bidder.

12.0 ROUNDING OFF

All payments to and recoveries from the Contractor shall be rounded off to the nearest rupee. Wherever the amount to be paid / recovered consists of a fraction of a rupee (paise), the amount shall be rounded off to the next higher rupee if the fraction consists of 50 (fifty) paise or more and if the fraction of a rupee is less than 50 (fifty) paise, the same shall be ignored.

13.0 HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT

- 13.1 The Contractor shall adhere to the Health, Safety (HSE) management system as per our HSE management at our construction site.
- 13.2 The CONTRACTOR shall establish document and maintain an effective Health, Safety and Environment (HSE) management system.
- 13.3 In case CONTRACTOR fails to follow the instructions of Engineer-in-charge with respect to HSE, next payment due to him shall not be released till CONTRACTOR complies with the HSE systems to the full satisfaction of Engineer-in-charge.

14.0 TESTS AND INSPECTION

The work is subject to inspection at all times by the Engineer-in-Charge. The Contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the specifications of this Bidding Document and the relevant codes of practice.

The Contractor shall provide for purposes of inspection access ladders, lighting equipment for testing, necessary instruments etc., as applicable, at his own cost.

15.0 COMPLETION DOCUMENTS

The following documents shall also be submitted by the Contractor in triplicate as a part of completion documents:

- a) Material test reports for all supply items in the Scope of Contractor.
- b) Other documents as mentioned in Technical Specification.
- c) As built drawings, if asked by Engineer- in-Charge

16.0 STATUTORY REQUIREMENTS

The approval from any authority required as per statutory rules and regulations of



Central/State Government shall be the contractor's responsibility unless otherwise specified in the Bidding Document. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the contractor well ahead of time so that the actual construction/commissioning of the work is not delayed for want of the approval /inspection by concerned authorities. The inspection of the works by the authorities shall be arranged by the contractor and necessary coordination and liaison work in this respect shall be the responsibility of the Contractor.

Bidder has to submit the following documents:-

1. Firm registration, PF and ESI registration certificates, Labour, service tax, PAN, GST details.
2. Last three years IT returns and last three years and Service tax returns
3. Turn over certificate from the auditor
4. Bidder should submit the last One year challans and ECR copies of PF and ESI .
5. If the GST number is not available at the time of participation of this tender, an undertaking to be given mentioning that the GST will be submitted with in one month from the date of award of contract.

17.0 SITE ORGANISATION

The Contractor shall submit the details of organization proposed by him at site of work for the implementation of the works under the Contract, together with bio data of the key personnel. The Contractor shall however without prejudice to his overall responsibility to execute and complete the works as per specifications and time schedule progressively deploy adequate qualified and experienced personnel and augment the same as decided by Engineer-in-Charge depending on the exigencies of work to suit the work schedule without any additional cost to Owner.

18.0 SITE CLEANING

The CONTRACTOR shall clean and keep clean the work site from time to time to the satisfaction of the Engineer- in-Charge for easy access to work site and to ensure safe passage, movement and working. The Contractor shall also clean the work site to the satisfaction of Engineer-in-Charge before handing over. No extra payment shall be paid on this account. The rates quoted in SOR are deemed to be inclusive of all the costs towards all the above activities as well.

19.0 ISPRL

Where ever ISPRL is stipulated, it shall be construed as ISPRL's authorized representative for this work.

20.0 ROYALTY

The quoted rates/price shall be inclusive of all royalties, if any, which the Contractor may have to pay to the statutory bodies/Govt.

21.0 SCHEDULE OF RATES

The Schedule or Rates (SOR) shall be read in conjunction with Special Conditions of Contract,



General Conditions of Contract, Technical Specifications, Drawings and any other Document forming a part of this Contract. The quantities shown against the various items are only approximate and subject to any variations as per the stipulation made in General Conditions of Contract.

The Owner reserves the right to interpolate or extrapolate the rates for any new item of work not covered in Schedule of Rates from the similar items already available in Schedule of Rates. All the works item wise, shall be measured upon completion and paid for the contracted rates. In case any activity though specifically not covered in Schedule of Rates, description but the same is covered under Scope of Work / Specification / Drawings etc., no extra claim on this account shall be entertained, since SOR is to be read in conjunction with other documents forming part of the Contract. All items of work in the Schedule of Rates shall be carried out as per the Specification, drawings and instructions of the Engineer-in-Charge and the Rates are inclusive of all materials, consumables, labour, supervision, tools and tackles, as well as preparatory, incidental, intermediate / auxiliary / ancillary or enabling works.



APPENDIX-I

A) SCOPE OF WORK

The scope of work covered in this tender shall be as specified below.

It is, however, explicitly understood and confirmed by the Contractor that the scope as described in the Bidding Document is not limiting, in so far as the responsibilities of the Contractor shall include, inter-alia, carrying out any and all works and providing any and all facilities those are required in completing the work in all respects and satisfying all performance and guarantee requirements stated or implied from the contents of the Bidding Document.

B) DETAILS OF WORK

B.1 SHIFTING OF EXISTING MATERIAL FROM THE SITE

There are few locations where there is a need to shift the existing material like Cables drums, Pipe lines of different sizes like 6" – 42" sizes, Elbows, bends etc to be shifted temporarily before the start of job.

Contractor has to visit the location before quoting the price .

B.2 CONSTRUCTION OF RCC BED:

The Job involves cleaning of the surface area where the proposed RCC bed is going to be constructed and make it as a plain surface. The men/machinery required for levelling the surface is in the scope of the contractor. All necessary supporting documents of machinery shall be available at site (like fitness certificate, RC etc).

All the material, tools & tackles, Labour required for carrying the job is in the scope of the contractor. Water and power will not be provided by ISPRL. It shall be the responsibility of the Contractor to arrange water and power at his own cost for execution of work.

Before start of the excavation job, the contractor has to take the levels and the bed should be prepared for PCC (M7.5) followed by M20 grade concrete. Payment will be made based on the actual quantity of work executed based on measurements.

Use of vibrators to compact the concrete to avoid honey combing is in the scope of contractor. The details on reinforcement spacing along with their position to be submitted before start of placing the reinforcement at site.

Curing of 14 days after concreting by means of ponding of water over the surface is compulsory.

B.3 ERECTION OF RCC POLES AND TO PROVIDE GI BARBED WIRE FENCING:

The wired fencing is to be with GI barbed wire (line wire of 2.5mm thick & Point wire of 2.0mm thick) in six rows to the RCC posts spacing at 2.50 Meters interval or at corners. The corner post will be a strainer post with Bracing as shown in the enclosed sketch. (Refer Annexure- 1). The intermediate post/Liner post to be provided in line with the specifications given in the drawing/sketch. Atypical lay out drawing was also enclosed showing various spacing of posts and position of brick pillars to have a provision for gate.