



NBCC (INDIA) LIMITED
(A GOVT. OF INDIA ENTERPRISE)
SBG (ODISHA)

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SPECIAL CONDITIONS OF CONTRACT (SCC)

The following special conditions of contract shall be read in conjunction with "General Condition of Contract" Technical Specifications, Scope of work, Conditions particular to various works & specific scope of each work as specified together with Technical Specifications, other tender documents etc. If there are any provisions in those special conditions which are at variance with the provisions in General Condition of Contract, the provisions in these special conditions shall take precedence. These Special Conditions shall be considered as an extension and not as a limitation of the obligations of the Contractor:

1. Clause no.19.0 Site visit and Collecting Local Information

Following content has been added at the bottom of the contents of the clause 19.0 of Instructions to Tenderer, Section-2, General Conditions of Contract: 2026 (Contracting) Construction Works:-

"The tenderers are advised to visit site of each school as they are located in different parts of the district of Bolangir with different/varying site conditions, vicinity from existing school, working space availability, ground water conditions etc.,

2. Clause no.20.0 Access by Road

Following content has been added at the bottom of the contents of the clause 20.0 of Instructions to Tenderer, Section-2, General Conditions of Contract: 2026 (Contracting) Construction Works:-

"As the type of access roads, width, availability of access road varies across the project sites and hence it is recommended to assess the same by means of site visits before submitting the bids".

3. Clause no.29.0 Materials and Samples

The Clause no. 29.6 under Clause no. 29.0 Section-3, General Conditions of Contract: 2026 (Contracting) Construction Works has been replaced as under:-

"The Contractor shall establish and maintain, at his own cost, one field testing laboratory for every two project sites/locations to carry out all day-to-day tests to the satisfaction of NBCC. The location of quality laboratory shall be decided by NBCC and binding on the Contractor. This field-testing laboratory shall be provided with equipment and facilities to carry out all mandatory field tests as per MORTH/CPWD (as the case may be) specifications. The laboratory building shall be constructed and installed with the appropriate facilities, Temperature and humidity controls shall be available wherever necessary during testing of samples. All equipment shall be provided by the Contractor so as to be compatible with the testing requirements specified. The Contractor shall maintain all the equipment in good working condition

for the duration of the contract. The Contractor shall provide approved qualified personnel to run the laboratory for the duration of the Contract. The number of staff and equipment available must at all times be sufficient to keep pace with the sampling and testing programme as required by the Engineer-in-charge. The Contractor shall fully service the site laboratory and shall supply everything necessary for its proper functioning, including all transport needed to move equipment and samples to and from sampling points on the site, etc. The Contractor shall re-calibrate all measuring devices whenever so required by the Engineer-in-charge and shall submit the results of such calibration without delay. All field test shall be carried out in the presence of NBCC's representative. All costs towards samples, materials, collection, transport, manpower, testing etc. shall be borne by the Contractor and are deemed to be included in the rates quoted by him in the bill of quantities.

The contractor(s) shall display the calibration certificate of each equipment at the location of equipment & shall get recalibrated at least one week before its expiry date."

Remaining contents of Clause.29.0 remains same.

4. Clause no. 38 Defect Liability Period :

Clause no. 38 Section-3, General Conditions of Contract: 2026 (Contracting) Construction Works is hereby replaced and read as under:

The contractor shall be responsible for the rectification of defects in the works for a period of **Thirty-Six (36) months** from the date of taking over of the works by the NBCC or clients, whichever is later.

The contractor shall be responsible to maintain the Completed and taken over Project by Client/NBCC till completion of defect liability period. The cost for inspection, checking, repair, replacement, rectification including supply & fixing of new items as required as per the direction of Client/NBCC throughout the defect liability period. The cost to be incurred to repair, replacement, rectification, etc., shall deemed to be included in the quoted cost & no extra cost on whatsoever ground shall be claimed by the contractor. Any defects discovered and brought to the notice of the contractor forthwith shall be attended to and rectified by him at his own cost and expense. In case the contractor fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by NBCC at the cost and expense of the contractor.

Upon completion of the Defects Liability Period the Contractor shall handover all relevant documents pertaining to Construction and maintenance of the building such as Design, Drawings, estimate, bills, maintenance records, maintenance schedules, etc.,

5. Clause-67.0 Technical Staff for Work:

Cl. No. 67.1 under Clause67.0, section 3 – as stipulated in General Conditions of Contract - 2026 is hereby replaced and read as under:

"The contractor shall employ at his cost of technical staff as per below mention table for entire tenure of the project:

Requirement of Technical Manpower

Sl. No	Designation	Nos	Qualification	Minimum Experience in Years	Remarks
1	Project Manager	01	BE/B. Tech (Civil)	03 years	
2	Site Engineer	07	Diploma (Civil)	03 years	One site Engineer per project location
3	MEP Engineer	01	Diploma (Elect.)	03 years	
4	Q.C Engineer	03	Diploma (Civil)	03 years	One Q.C Engineer per Quality Lab.
5	Safety Officer	01	Diploma with Certification of Safety	03 years	
6	Planning & Billing Engineer	01	Diploma (Civil)	03 years	

The contractor shall not be entitled for any extra payment in this regard. The technical staff should be available at site, whenever required by Client/NBCC to take instructions.

Other contents of Clause 67.0 remain intact.

6. Clause-70.0 Furnished Office Accommodation & Mobility Communication to be arranged by Contractor:

Cl. No. 70.1 under Clause 70.0, section 3 – as stipulated in General Conditions of Contract - 2026 is hereby replaced and read as under:

“On acceptance of tender, the contractor at his own cost will preferably construct Pre-engineered/ Porta cabin’s office at sites suitably equipped with basic facilities like electricity, drinking water supply and one vehicle exclusively for the supervisory staff of NBCC with driver as per the requirement of the project. The contractor shall maintain the aforesaid facilities intact/operational during the tenancy of the contract or maximum up to 06 months beyond the stipulated contractual completion date if the work is delayed due to any reasons. Operation and maintenance cost on the above facilities shall be borne by the contractor and deemed to be included in the quoted rate.

As there are multiple construction sites, the location of the site offices to be provided by the Contractor in 02 different locations, which shall be finalized as per the discretion of NBCC.”.

Remaining contents of Clause 70.0 remains intact.

7. The Contractor shall coordinate with the Statutory body(ies) and obtain statutory clearance like Occupancy Certificate, permission for cutting of trees, etc., etc as per the requirement of local bye law (Local Authorities) for the proposed infrastructures without any additional cost. However, the fees to be

paid for obtaining required approvals from the Authorities shall be reimbursed from Client/NBCC. The scope includes coordination with respective departments for obtaining of water, electrical and sewer connection, Building Plan Approval and Fire NOC for existing building and diversion of existing services within the project boundary, if any.

- 8.** The construction activities shall be carried out within or in the vicinity of a running educational institution/school. The Contractor shall ensure that the execution of the work does not hamper the day-to-day functioning, academic activities, or overall environment of the Institute/School in any manner.

The Contractor shall take all necessary preventive, safety, and precautionary measures in this regard, including but not limited to barricading (As per direction of NBCC/Client), dust suppression, noise control, traffic management, and safe movement of students and staff. No extra payment whatsoever shall be admissible on this account, and the same shall be deemed to be included in the quoted rates of contractor.

Further, the Contractor shall issue identity cards to all workers deployed within the campus premises and maintain an updated record of the same.

- 9.** The contractor shall carry out comprehensive maintenance of the school buildings and allied works for a period of 02 (Two) years after the completion of defect liability period as stipulated in clause no. 04 of this SCC. The Comprehensive Maintenance Works shall be carried out by the contractor as per scope defined under "Scope of Comprehensive Maintenance Work." The contractor will be eligible/entitled to get an amount of 1.25% & 1.5% of the awarded cost or completion cost of the project whichever is lower for the 4th & 5th year of maintenance work respectively.

10. Clause no. 3.3 under Section-3, General Conditions of Contract: 2026 (Contracting) Construction Works is hereby replaced and read as under:

- i.** The release/refund of 50% of security deposit of the contractor shall be subject to the observance/compliance of the conditions as under and whichever is later:
 - a)** Expiry of the defect liability period in conformity with provisions contained in clause no. 04 of this SCC. The expiry of defect liability period shall be extended from time to time depending upon extension of time granted by NBCC.
 - b)** The contractor produces a clearance certificate from the labour office. As soon as the work is virtually completed, the contractor shall apply for the labour clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour

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Vidyalaya at various locations in the district of Bolangir, Odisha.*

Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate.

- ii. The release/refund of balance 50% of security deposit shall be subject to completion of 02 (Two) years of Comprehensive Maintenance Work (as per this SCC clause no-9) upto the satisfaction of Client/NBCC.

11. Clause no. 7 under Section-3, General Conditions of Contract: 2026 (Contracting) Construction Works is hereby replaced and read as under:

Escalation Payable as per OPWD Guidelines (Attached with NIT Annexure-A)