



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

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Name of work: Construction of various buildings for DIET Bargarh, Odisha

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. Cl. No. 38 as stipulated in General Conditions of Contract - 2026 is hereby replaced and read as under:

The contractor shall be responsible for the rectification of defects in the works for a period 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 (36 Months). The cost for inspection, checking, repair, replacement, rectification including fixing of new items if required as per the direction of Client/NBCC shall be deemed to be included in the quoted cost & no extra cost on whatsoever ground shall be payable to 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, shall be rectified by NBCC at the risk and cost of the contractor.

2. Cl. No. 70.1 under 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 site 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 6 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.

3. SITE VISIT AND COLLECTING LOCAL INFORMATION

Before tendering, the tenderers are advised to visit the site, its surroundings to assess and satisfy themselves about the local conditions such as the working and other constraints at site, approach roads to the site, availability of water & power supply, application of taxes, duties and levies as applicable & any other relevant information required by them to execute complete scope of work. The tenderer may obtain all necessary information as to risks, weather conditions, contingencies & other circumstances (insurgencies etc.) which may influence or affect their tender prices. Tenderer shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all respect before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained / payable by the NBCC at a later date.

4. ACCESS BY ROAD

Contractor, if necessary, shall build temporary access roads to the actual site of construction for the works at his own cost to make the site accessible. The Contractor shall maintain the same in motorable condition at all the times as directed by Engineer-in-Charge at his own cost. The contractor shall be required to permit the use of any roads so constructed by him for vehicles of NBCC or any other agencies/ contractors who may be engaged on the project site, free of cost. Non-availability of access roads or approach to site, for the use of the contractor shall in no case condone any delay in the execution of work nor be the cause for any claim for compensation.

- 5.** Bidder shall obtain statutory clearance like Building Plan Approval, Fire NOC etc as per the requirement of local bye law (Local Authorities) for existing infrastructures without any additional cost. However, the fees to be paid for obtaining required approvals from the Authorities will be reimbursed from Client/NBCC.

- 6.** GCC Clause No. 29.6 is replaced as below

The Contractor shall establish and maintain, at his own cost, one field testing laboratory at project site to carry out all day-to-day tests to the satisfaction of NBCC. 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 equipments shall be provided by the Contractor so as to be compatible with the testing requirements specified. The Contractor shall maintain all the equipments 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.

7. The construction activities shall be carried out within or in the vicinity of a running campus. 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 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.

8. **Cl. No. 7 as stipulated in General Conditions of Contract - 2026 is hereby deleted and replaced as below**

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

9. **Cl. No. 67.1 as stipulated in General Conditions of Contract - 2026 is hereby replaced and read as under:**

The contractor shall employ technical staff at his own cost as per below mention table:

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	01	Diploma (Civil)	03 years	
3	MEP Engineer	01	Diploma (Elect.)	03 years	
4	Q.C Engineer	01	Diploma (Civil)	03 years	
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.

10.**PHYSICAL MILESTONE****Annexure-IA**

SL No.	Name of Activity / Item of work Completion	Completion Time/ Date	Amount (or % of Contract Value) to be withheld in case of non-achievement of milestone within scheduled time
1	Mobilisation of the resources, Completion of Excavation for all the Buildings	Zero Date + 1 Month	0.10% of contract value
2	Completion of all substructure works (upto Plinth) for all the buildings	Zero Date + 3 Months	0.25% of contract value
3	Completion of Structure upto 2 nd Floor for all the buildings	Zero Date + 5 Months	0.20% of contract value
4	Completion of Complete Structure including Mumty for all the buildings	Zero Date + 7 months	0.20% of contract value
5	Completion of Finishing works in all the buildings	Zero Date + 8.5 months	0.20% of contract value
6	Completion of Electrical & Plumbing works in all buildings	Zero Date + 9.5 months	0.05% of contract value
	Total		1% of contract value

Note:

*Completion Time calculated from Date of Start (i.e. Zero Date)

*Date of Start shall be reckoned from 10 days after the date of issue of LOA