Hindustan Prefab Limited
(A Govt of India Enterprise)
Jangpura, New Delhi – 110014

Name of work: - "Construction of 01 No. Type-V qtr for AR Bn at Kohima, Nagaland."

SPECIAL CONDITION OF CONTRACT

NIT NO: HPL/PM(C)/TC/AR/2018-19/110 Dated: 26.02.19

ISSUED TO M/S: .....

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1.0 GENERAL

Unless otherwise mentioned elsewhere in the tender document, the work in general shall be carried out as per the DSR 2012 plus prevailing cost index including subsequent Addenda and Corrigenda issued from time to time / relevant BIS Codes or otherwise as directed by the Engineer In-Charge. Being a Fixed Rate Contract no price escalation shall be allowed after the work allotted to the Contractor.

The Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of contract (GCC), Specifications of the work i.e. particular specifications, drawings, BOQ and any other document forming part of this contract. However, if there is any variation from the GCC, SCC shall prevail over GCC.

2.0 Deleted.

3.0 The contractor shall make all arrangements for ground breaking Ceremony / inaugural function etc. for the projects as required and the cost towards it is deemed to be included in his rates/offer. Any expenditure already incurred /to be incurred by HPL shall be recovered from the Contractor. Contractor has to make arrangements for day to day site visits for HPL Staff nothing extra shall be paid on this account.

4.0 HPL shall not supply or procure any material for use on works and the contractor has to make his own arrangements for supplying, procuring transportation and storage of all such materials required for the work, at his own cost.

5.0 Sub-letting of Work

(i) No part of the contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the Contractor directly or indirectly to any person, firm or corporation whosoever except as provided for in the succeeding sub-clause, without the consent in writing of the Employer.

(ii) **Sub-Contracts for Temporary Works etc.**

The Employer may give written consent to sub-contract for the execution of any part of the works at the site, being entered into by the Contractor provided each individual sub-contract is submitted to the Employer before entered into and is approved by the Employer.

(iii) **List of Sub-Contractors to be supplied**

At the commencement of every month the Contractor shall furnish to the Engineer-in-Charge list of all sub-Contractors or other persons or firms charged by the Contractor (who must have been previously approved by the Employer as per 35(ii)) and working at the site during the previous month with particulars of the general nature of the sub-contract of works.

(iv) **Contractor's Liability not Limited by Sub-Contractors**

Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the Employer shall have received copies of any sub-contracts, the Contractor shall be and shall remain solely responsible for the quality and proper and expeditious execution of works and the performance of all the conditions of the contract in all respects as if such sub-letting or sub-contracting had not taken place and as if such work had been done directly by the Contractor.

(v) **Employer may Terminate Sub-Contracts**

If any sub-Contractor engaged upon the works at the site executes any work which in the opinion of the Employer is not in accordance with the contract documents, the Employer may by written notice to the Contractor request him to terminate such sub-contract and the Contractor upon the receipt of such notice shall terminate such sub-contract and the latter forthwith leave the works, failing which the Employer shall have the right to remove such sub-Contractors from the site.

(vi) **No Remedy for Action Taken under this Clause**

No action taken by the Employer under the clause shall relieve the Contractor of any of his liabilities under the contract or give rise to any right to compensation, extension of time or otherwise, failing which the Employer shall have the right to remove such sub-Contractors from the site.

6.0 PAYMENT:

It is clearly agreed and understood by the contractor that notwithstanding anything to the contrary that may be stated in the agreement between HPL and the contractor, the contractor shall become entitled to payment only after HPL received the corresponding payment(s) from the client / owner for the work done by the contractor. Any delay in the release of payment by the client / owner to HPL leading to a delay in the release of the corresponding payment by HPL to the contractor shall not entitle the contractor any compensation / interest from HPL.

Records and measurements: The Engineer-in-charge shall accept as otherwise stated, ascertain and determine by measurement the value of the works in accordance with the contract.

The payment shall be made for building works on the basis of stage-wise percentage payment as is being agreed with Assam Rifles and as per the MOU signed between HPL and Assam Rifles. The terms and condition of the payments and other conditions mentioned in the MOU between HPL and Assam Rifles hold good in to-to in addition to the conditions specified in the General Condition, Special Conditions and Additional Conditions mentioned in the NIT/Agreement.
The payment structure/terms for the building works only are given as under:

For Residential and Office Building:

Sl. No.	Description of stage	Amount (% of total contract price)			
		Four Storey	Triple Storey	Double Storey	Single Storey
1	Completion of work upto plinth level of building including DPC	11%	14%	18	26%
2	Completion of RCC work up to ground floor / roof slab including mumty	10%	13%	17	28%
3	Completion of RCC work up to 1st floor/ roof slab including mumty	10%	13%	19%	--
4	Completion of RCC work upto 2nd floor / roof slab including mumty.	11%	14%	--	--
5	Completion of RCC work upto 2nd Floor/roof slab including mumty.	12%	--	--	--
6	Completion of brick work including internal partition wall, lintel beam, chajjas etc. fixing door frames and windows complete.	10%	10%	10%	10%
7	Complete of external and internal plaster including ceiling plaster.	6%	6%	6%	6%
8	Completion of internal water supply (overhead water tank of required capacity with all internal connection), sanitary fittings including sanitary wires, internal electrification, flooring/ skirting, dado etc.	11%	11%	11%	11%
9	Completion of fixing of window glass and wire gauge, door shutters, cub boards, plemet boxes, plinth protection, MS railing, sewerage disposal, septic tank including water proofing treatment to roof slab.	12%	12%	12%	12%
10.	Completion of Painting, white washing, distempering site clearance, testing and commissioning of the building / project.	7%	7%	7%	7%

7.0 RELEASE OF SECURITY DEPOSIT:

While claiming the refund of security deposit, the contractor, shall submit the following:

i) Clearance certificate from labour department.

ii) Certify from the client to the effect that all the defects have been rectified to their (client) satisfaction and nothing is pending as such.

iii) An Indemnity Bond on Judicial Stamp paper of appropriate value indemnifying HPL against any possible demand raised against the company on account of taxes, duties, cess, royalty, trade mark, fees, fines, penalties, demand raised by statutory bodies including court cases and arbitration etc.

iv) Certificate of No claim/ Final Claim - duly notarized on a Rs. 100 Stamp paper, as per prescribed format of HPL, to the effect that contract should be closed while release of security deposit.

8.0 Settlement of Disputes and Arbitration:

Any or all Disputes, differences, or questions which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or subject matter thereof shall first be endeavored to be amicably resolved at the top management level of the parties. However, in event of such dispute, difference or question etc. remaining unsolved, the same shall be referred to the arbitration by Sole Arbitrator to be nominated by The Chairman And Managing Director of Hindustan Prefab Limited, and provisions of the Arbitration and conciliation Act, 1996 shall be applicable. The place of such arbitration shall be at New Delhi.

9.0 The price for the entire contract as will be offered by the L-1 will remain firm to complete the scope of work given in NIT/BOQ and no price escalation shall be entertained for any item mentioned in BOQ. AHR and ALR item will not be applicable in this tender.

10.0 The limit for plus deviation in quantity will be as under :-

(i) **For original Works upto any extent in plus or minus.**

11. Rates of extra items and deviated items mentioned in this NIT shall be derived on the basis of DSR 2012 plus prevailing cost index or BOQ rate or market rate and will be considered for payment the lowest of three, and in case of Non DSR item same will be derived on basis of prevailing market rates considering 15% CP & OH.

The work shall be carried out by the contractor on the same condition in all respects including price on which he agreed to do the main work. Beyond these limits, the rates determined on basis of market rates and the contractor shall be paid in accordance with the rates so determined by the Engineer-in-Charge with approval of the owner.

12. The rate of compensation will be 1.5% (of tendered value) per month of delay to be computed on per day basis .Subjected to maximum 10% of contract value. Other provisions of GCC clause 72 will remain same.

13. Approval from Electrical department/Fire & Safety Directorate/Pollution Control Board & Other Statutory body before start of work and necessary clearance after completion, if required shall have to be obtained by the contractor at his own cost.

14. All guarantee/warranty Card/Documents for equipment's/Units have to be submitted in favour of HPL/AR.

15. The cost of necessary cutting and making good the walls of manholes is deemed to be included in the quoted rates. Nothing shall be paid extra on this account.

16. Mobilization advance not applicable.

17. Secure advance not applicable.

18. EMD of L1 party will be adjusted in security deposit.

19. Best quality sand as per specification has to be used in project, most preferably Dimapur sand.

20. All light fittings have to be provided LED as per Government norms.

21. Floor tiles have to be fixed 600x600 mm or as approved by Engineer Incharge.

22. Electrical work will be carried out in supervision of Electrical license holder.

23. The rates quoted by the bidder shall be inclusive of all the taxes including GST. Nothing extra shall be payable.