HINDUSTAN PREFAB LIMITED
JANGPURA, NEW DELHI - 110 014

SPECIAL CONDITIONS OF CONTRACT

These special conditions shall supersede/ supplement the relevant conditions given in CPWD Form 7/8(Edition 2014 with up to date corrections and amendments) in the tender document.

1. RAW MATERIAL: All materials and labour required for the execution of work shall be arranged by the contractor.

2. (a) All material used in the work shall be confirming to IS Specification and as per approved make/brands list and shall be ISI marked unless otherwise specified. In the event for items for which either brands not specified and ISI marked items not available, the sample of the item before use shall be got approved from Engineer –in-charge. However, in either cases the samples of materials / fixtures shall be got approved from Engineer –in-charge before use in the work.
   (b) Contractor shall be required to produce samples of all materials and fittings sufficiently in advance for approval. The Contractor when called upon shall provide "make" of samples as per approved list for approval before execution free of cost and also will make arrangements for transportation of samples to the designated test house as per the direction of Engineer-in-charge of the work at his own cost. Cost of testing will also be borne by the contractor.

3. Any notice to be given under this contract shall be sent by registered post, Speed post at the last known registered or head office address of the contractor and shall be deemed to have been effected at the time at which the letter would be delivered in the ordinary course of post.
4. The contractor shall be responsible for obtaining necessary clearances (if required) for the works executed by him from local bodies/authority for erection etc. Necessary liasoning with other working agency & local bodies shall be his responsibility. Any statutory fees to be paid on account of said clearances shall be reimbursed to contractor by HPL.
5. The payment to the contractor shall be made from the registered office of HPL at Jangpura, New Delhi and cheques will be issued and payable at Delhi/New Delhi. The contractor shall not claim anything extra on this account.
6. The Contractor should be registered under VAT for works in the concerned State and submit a copy of registration along with tender. The said VAT shall be deducted as per laws at source as applicable. The contractor shall submit the bills as required under VAT.
7. The contractor should have valid PF Code, PAN, TIN and ESI No. & should provide a copy of PF & ESI Registration. The contractor shall provide the copies of challans as a proof of remittance of PF & ESI amount. The contractor should also maintain the PF records, labour records i.e. copies of wage sheets, attendance sheets, monthly returns, annual returns and any other record in this regard for inspection and should provide as and when required by the Engineer-in-charge.
8. The decision of the Chairman & Managing Director, HPL, regarding the quantum of reduction as well as justification thereof in respect of rates for substandard work will be final and would not be open to arbitration and adjudication.
9. The contractor has to control noise and air pollution at site as per norms of Delhi Pollution Control Board.
10. No advance shall be paid to the contractor against any Materials, Tools & Plants, equipment & machinery etc. brought at site by the contractor.

11. The work may be inspected by Central Vigilance Commission and any deductions/ compensation proposed by CVC or HPL or Client in regard to defective work or work not confirming to specification, loss of time, amount shall be deducted from his dues.
12. **DEFECT LIABILITY PERIOD (DLP): -** The Defect Liability Period will be 12 months after successful handing over of the project to the client. 5 % security deposit shall be retained from the contractor bills shall be refunded after successful completion of DLP.
13. Time of completion of work is 21 days which is reckoned from date of the 1st day of issue of award letter.
14. The Rates shall be fixed, firm & final during the currency period of contract including the maintenance period. No increase in rates shall be allowed on any account whatsoever.
15. The contractor shall submit indemnity bond (on non–judicial stamp papers) duly notarized indemnifying the employer/HPL against liability / demand for taxes, duties, Cess, penalties, interests, against all actions, legal proceedings, royalty, patents, trade mark, non-observance of laws, payment of workers, employees, sub-contractors and compliances with labour laws, contributions etc.
16. 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.
17. If HPL shall provide any types of materials for execution of works, then after completion of works cost of material shall be deduct as per Justified market rate/DSR-2016 rate from total bill amount including applicable taxes.
18. The rates quoted by the Contractor shall be inclusive of all taxes such as Octrai, VAT, Service Tax etc. nothing extra shall be payable on account of any type of tax.
19. It is clearly agreed and understood by the tenderers/ contractors that notwithstanding anything to the contrary that may be stated in the agreement between HPL & the contractor, the contractor shall become entitled to payment only after H.P.L. 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.
20. The contractor will have to submit a no claim / final claim certificate, duly notarized on a stamp paper of appropriate value, as per the prescribed format of HPL, while release of security deposit.
21. Payment shall be made to the Contractor after Completion of work & bill verified by Engineer in charge.
22. The contractor shall not stake any claim in case the HPL / Owner decides for foreclosure of the work at any of the stages subsequent to start of work in respect of the services based on the agreement.
23. **Settlement of Disputes and Arbitration:**

    Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings, and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

    i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the DGM (TC), HPL in writing for written instructions or decisions. Thereupon, the

DGM (TC), HPL shall give his written instructions or decisions within a period of one month from the receipt of the contractor's letter.

If the DGM (TC) HPL fails to give his instructions or decision in writing within the aforesaid period or if the contractors is dissatisfied with the instructions or decision of the DGM (TC) HPL, the contractor may, within 15 days of the receipt of DGM (TC) HPL decision, appeal to the CMD, HPL who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The CMD, HPL shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with this decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the CMD, in the prescribed format attached with SCC as Annexure-I HPL for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the CMD, HPL on behalf of Client and with the consent of Client. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the CMD, HPL of the appeal.

It is also a term of this contract that no person other than a person appointed by such CMD, HPL, as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing a aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Government shall be discharged and release of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act. 1996 (26 of 1966) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and

claim referred to him and in all cases where the total amount of the claim by any party exceeds Rs. 1, 00,000/- the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. i.e. contractor & Client.

It is also a term of the contract the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award.