



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

Construction of Multi-Disciplinary Livelihood Incubation Centre for Food Processing, Readymade Garment making and Handicraft at Hunphun, Ukhrul, Manipur

SPECIAL CONDITION OF CONTRACT

NIT NO: HPL/DGM(C)/TC/IEE/2017-18/86 dated: 28.11.2017

Last date for issue of Tender Form : 05.12.2017

Last date for submission of Tender: 05.12.2017

COST OF TENDER : Rs. 5900/-

EMD : Rs. 24.97Lakh

ISSUED TO M/S:

Ph- (011) 43149800-899, Fax: (011) 26340365

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Website:www.hindprefab.in,

1.0 GENERAL

Unless otherwise mentioned elsewhere in the tender document, the work in general shall be carried out as per the **DSR 2016** 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 As the building part is on lump-sum basis therefore all work has to be executed for all heights and leads.

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 whatsoever 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.

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 - if any, duly notarized on a Stamp paper of appropriate value, as per prescribed format of HPL.

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. Mobilization Advance & Secured advance not applicable.

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

(i) **For original works** 30% (this supersede GCC 69.1)

11. Rates of extra items and deviated items mentioned in this NIT shall be derived on the basis of DSR 2016 plus prevailing cost index or Quoted % whichever is lower, 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/IIE.

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. TAXES AND DUTIES

The quoted rates by the bidders shall be inclusive of all the taxes as applicable in the state at the time of submission of tender like GST (Goods & Service Tax), excise duty, custom duty, sales tax, Value added Tax(VAT) purchase tax, consignment tax, works contract tax, entry tax, turnover tax, toll tax, octroi charges, royalty, labour cess, levy and other tax(es) or duty(ies) of similar nature in the state levied by State Govt./ Central Govt./ or any other statutory body. The rates quoted by him in the tender in bill of quantities shall be inclusive of all such taxes, duties, levies, cess, etc. with respect to such goods/ materials/articles to be used for the works & as applicable to the contract. Tax invoice & bills as required and applicable under GST shall be submitted by the contractor and shall be uploaded on the relevant portal by the contractor. GST as applicable shall be deposited by the contractor to the concerned authorities and deposit challan shall be submitted to HPL alongwith bills. Taking credit of the excess amount billed / tax paid shall be the responsibility of the contractor. The bidders should have valid GST Registration and copy of the same shall have to be submitted alongwith the tenders.