SPECIAL CONDITIONS OF CONTRACT
(SCC)

NAME OF WORK : Construction of 1670 MT capacity Food Grain Godown including Infrastructural Development at Aalo in State of Arunachal Pradesh.

NIT NO: HPL/DGM(C)/TC/FCI/2017-18/97 dated: 09.01.2018

SPECIAL CONDITIONS OF CONTRACT (SCC)

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.

1.0 GENERAL

Unless otherwise mentioned elsewhere in the tender document, the work in general shall be carried out as per the latest **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 INTRODUCTION

Department of **Food Corporation of India (FCI)** has appointed Hindustan Prefab Ltd., (HPL) as the Executing Agency for the implementation of construction of proposed **FCI Godown at Aalo. The project will be funded by the Government of India.**

3.0 SCOPE OF WORK : *Godown Building, Ancillary Building, Site Development, Water tank, Weigh Bridge and other site works.*

The General scope of work is described below:

1. **Site clearance**

   Jungle clearing and site clearance shall be done in a planned manner as per requirement on site and strictly as directed by HPL.

   Before start of any earthwork, the site levels shall be recorded jointly with HPL and the contractor in requisite format. Copies of these signed records, in duplicate, shall be submitted with each bill.

2. **Earthwork**

   Preparation and cutting of hill/slopes in terraced formation including disposal of the soil within the site, as per approved embankment for construction of roads. Excavation for retaining walls and trench excavation for box culverts.

3. **Roads**

   Roads shall be constructed after due care is taken in layout and gradient of roads and road geometry. The road sub base shall be well compacted.

4. BRIEF ON GODOWN BUILDING

a) GODOWN BUILDING :. The Godown Building proposed is a Pre Engineered Building with steel columns from plinth level resting on RCC pedestal/foundation with RCC plinth Beam . Galvalume sheeting on Roof . Brick Walls upto 2.45 mts ht and from 2.45 m ht to 5.6 mts Galvalume sheeting .Lintel Band has been provided at Lintel Level. Bay spacing is 4.65 mts. .1 Continuous verandah on 1 side and platforms on other side of Godown .

b) The Pre Engineered Building portion work has to executed by a specialist agency with prior experience of Pre Engineered buildings as specified in the list of makes or as approved by Engineer in Charge and HPL HQ. The successful contractor shall prepare and submit detailed shop / fabrication drawings for the pre engineered Godown portion work and take the approval from HPL before execution of the work. All Pre Engineered Godown Building work shall be carried out as per IS & ASTM standards.

c) Fabrication and erection tolerances shall be as per IS 7215 & IS: 12843 respectively.

4.0 Rates:

The rates shall be quoted on **Percentage Rate basis** (below/at par/over) **DSR-2016.** The rate quoted should be inclusive of all taxes, octroi, GST, Labour cess and any other taxes applicable in the state. Nothing extra shall be payable on this account. The rate quoted by the contractor shall remain firm through the entire contract period including extended period if any. No escalation / price variation against labour and material shall be paid to contractor.

5.0 **Secured Advance**: No secured advance shall be paid to contractor against any material brought by him at site.

6.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR :

Contractor has to provide the following facilities to HPL and the cost of these facilities shall be deemed to be included in the rates quoted by him. All these facilities including consumables are to be kept intact/ operational during the tenancy of the contract i.e. till completion or commissioning whichever is earlier, after which these facilities shall be the property of the contractor.

A suitably furnished office accommodation of approximate 80 Sqm. Area/ three rooms unit at suitable location equipped with basic facilities such as Telephone, Fax, Internet/ broad band connection, photocopier, Window AC, Fridge, one office attendant, computer (with latest software of MS Office, MS Projects etc. loaded), laser printer, UPS along with computer operator, regular electricity and drinking water supply along with proper toilets etc. shall be provided, properly maintained and kept in running condition.

A four wheeled AC vehicle in good running condition with Driver and consumables shall be provided at site/Head Quarter –round the clock whose distance (Km.) is restricted to 2500 Km per months.
The above facilities should be kept intact upto the end of defect liability period.

The contractor shall make sufficient arrangement for photography/ videography preferably by maintaining the camera/video camera at site so that photographs/ video films can be taken of any specific activity at any point of time.

Note:- (In case the contractor do not provide the above facilities and the same are arranged by HPL, the cost of these facilities shall be recovered from the bill of the contractor.)

7.0 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.

8.0 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.

9.0 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 (FCI) 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.

10.0 TAXES AND DUTIES

The bidder should quote the rates inclusive of all taxes as applicable in the State at time of submission of the tender like GST, Labour cess etc. and all other taxes, as applicable. In the event of non payment / default in payment of any octroi, royalty, cess, turnover tax, consignment tax or any labour dues and E.P.F. etc, by contractor, the HPL reserves the right to withhold the dues / payments of contractor and make payment to local / state / Central Government authorities or to labours as may be applicable

11.0 Quoted Rates shall be firms & fixed for the entire contract period including extended period, if any.

12.0 The contractor shall be responsible for obtaining Completion Certificate and Occupancy Certificate from the local body / bodies. The contractor shall hand over the site within 3 days of Completion of the project. The project shall be deemed to have been completed in relation to contractor only when these certificates are obtained from the local body/ bodies and handed over to the Owner. The contractor shall send completion report alongwith above certificates as well as built drawings and maintenance schedules to the office of the HPL / Owner within 15 days from completion of work.

13.0 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.

14.0 The EMD of successful bidder will be treated as a part of security deposit on award of work.

15.0 **EARNEST MONEY DEPOSIT**

Earnest Money of amount as mentioned in "Memorandum to Form of Tender" required to be submitted along with the tender shall be in the form of Demand Draft only payable at New Delhi form any Nationalized / Scheduled Bank.

16.0 RELEASE OF SECURITY DEPOSIT:

While claiming the refund of security deposit, the contractor shall submit no claim / final claim certificate, duly notarized on a stamp paper of appropriate value, as per the prescribed format of HPL and also submit the following :-

i) Clearance certificate from labour department.

ii) Certificate 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.

17.0 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 acceptable, he shall promptly within 15 days request the DGM (C), HPL in writing for written instructions or decisions. Thereupon, the DGM (C), 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 (C), 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 (C), HPL, the contractor may, within 15 days of the receipt of DGM (C), 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-X 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 FCI and with the consent of FCI. 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 on behalf FCI & with the consent of FCI, 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.

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 New Delhi. 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.

18. 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.

19. The limits for deviation in quantity will be as under:-

(i) For original works

(a)	Foundation (upto plinth level)	:	100%
(b)	Superstructure	:	30%

Within above said limits, the work shall be carried out by the contractor on the same terms & conditions in all respects including price 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.

DGM(C)-TC

Annexure - X

Notice for appointment of Arbitrator

To

CMD

Dear Sir,

In terms of clause ____ of Special Condition of Contract (SCC), I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Contract amount in the work
6. Date of contract
7. Stipulated date of initiation of work
8. Stipulated date of completion of work
9. Actual date of completion of work (if completed)
10. Total number of claims made
11. Total amount claimed
12. Date of submission of final bill (if work is completed)
13. Date of payment of final bill (if work is completed)
14. Amount of final bill (if work is completed)
15. Date of request made to DGM for decision
16. Date of receipt of DGM decision
17. Date of appeal to you
18. Date of receipt of your decision.

Specimen signatures of the applicant
(only the person/authority who signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims.
2.
3.
4.

Yours faithfully,
(Signatures)

Copy in duplicate to:

1. The Engineer-in-charges

`CORRIGNEDUM TO GENERAL CONDITIONS OF CONTRACT (CPWD FORM 7/8)

S. No.	For	Read As
1	Chief Engineer/ DG works/ Chief Engineer (Zone)	CMD, HPL for & on behalf of Food Corporation of India (FCI) and in the name of President of India
2	Superintending Engineer	DGM (C)
3	Engineer –in –charge	DGM (C)
4	Department	Hindustan Prefab Limited
5	Administrative Head	C.M.D., HPL
6.	Owner	Food Corporation of India (FCI)
7.	C.P.W.D.	H.P.L.

SCHEDULE 'B' TO 'F'

SCHEDULE – B :

Schedule of materials to be issued to the contractor.

S.No.	Description of Item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of Issue
1	2	3	4	5
NOT APPLICABLE				

SCHEDULE 'C'

Tools and plants to be hired to the contractor

S.No.	Description	Hire charged per day	Place of Issue
1	2	3	4
NOT APPLICABLE			

SCHEDULE 'D'

Extra schedule for specific requirements/ document for the work, if any.

Not applicable.

SCHEDULE 'F'

GENERAL RULES : Officer inviting tender : Deputy General Manager, (C), HPL
& DIRECTION

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3 See below

Definitions:

2(v) Engineer-in-Charge	DY. General Manager (C), HPL
2(viii) Accepting Authority	Chairman of Tender Approval Committee.
2(x) Percentage on cost of material and labour to cover all over needs and profits	15%
2(xi) Standard Schedule of Rates	DSR 2016
2(xii) Department	Hindustan Prefab Limited
9(ii) Standard CPWD contract Form	CPWD form 7/8 edition 2014 with up to date corrections and amendments & CVC guidelines.

Clause 1 i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days	: 15 days
ii) Maximum allowable extension beyond period provided in i) above in days	: 07 days
Clause 2 Authority for fixing compensation Under clause 2.	: C.M.D, HPL
Clause 2A Whether Clause 2A shall be applicable	: Not applicable.
Clause 5 Number of days from the date of issue of letter of acceptance or from the first date of handing over of site (whichever is later) for reckoning date of start	: 10 days
Clause 6,6A Clause applicable – (6 or 6A)	6 A

Mile Stone(s) as per table given below:

Sl. No	Financial Progress	Time Allowed (from date of start)	Amount to be with- held in case of non- achievement of milestone
1	1/8th (of whole work)	¼ th (of whole work)	In the event of not achieving the necessary progress as assessed from the running payments, 1% of the tendered value of work will be withheld for failure of each milestone.
2	3/8th (of whole work)	½ (of whole work)	
3	3/4th (of whole work)	¾ th (of whole work)	
4	Full	Full	

Time allowed for execution of work	12 Months
Authority to give fair and reasonable Extension of time for completion of work	C.M.D., HPL
Clause 7 Gross work to be done together with net payment / adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.	Rs. 100 Lacs except in last two bills for which amount can be reduced.
Clause 10A List of testing equipment to be provided by the contractor At site lab but not limited to the followings. 1. Theodolite, Dumpy level, Steel level. 2. Plumb bobs, Sprit level, Hammers. 3. Weighing machine (Electronic) 4. Thermometers, stoves. 5. Hydraulic test machine. 6. Smoke test machine. 7. Wire gauge, micro meter & toung tester and others as required at site.	Applicable
Clause 10B Whether Clauses 10 B (i), (ii) & (iii) shall be applicable	Clause Deleted

Modified Provision	
Clause 10CA Materials covered under this clause 1. Cement 2. Reinforcement Bars 3. Structural Steel.	Not Applicable.

Note :- All India Wholesale Price Index issued by Govt. of India and Base Price for the materials covered under Clause 10CA & their corresponding period as issued under the Authority of DG(works) CPWD as valid on last stipulated date of receipt of tender i/c extensions If any shall be applicable.
Base Price of all the materials covered under Clause 10CA is to be mentioned at the time of approval of NIT

Clause 10CC & 10C, 10 (CA)	Not Applicable

Clause 11 Specifications to be followed for execution of work(all works)	CPWD specifications with all latest amendments and corrections up to date
Clause 12 12.2 & 12.3 Deviation Limit beyond which clauses 12.2 & 12.3. shall apply for building work :	30 %
12.5 Deviation Limit beyond which clauses12.2 & 12.3. shall apply for foundation work	100%
Clause 16 Competent Authority for Deciding reduced rates.	C.M.D., HPL
Clause 18 List of mandatory machinery, tools & plaint to be deployed by the contractor at site lab but not limited to the followings:- Excavators (various size) Concrete mixture, Needle vibrator (Petrol) Table Vibrator elect./petrol) Bar bending machine, Bar cutting machine. Drilling machine, Grinding/polishing Machines. Steel shuttering & Steel scaffolding, Stone cutting Machine. Welding set, Gas cutter.	Applicable

Clause 36(i) Requirement of Technical Representative (s) and recovery rate.

SI. No.	Minimum qualification of technical Representative	Discipline	Designation (principal Technical/technical Representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1.	Graduate Engineer	Civil	Principal Technical Representative	05 year	01	25,000/- Per month	Twenty Five thousands Per month
2.	Graduate Engineer Or Diploma Engineer (Civil)	Civil	Technical Representative -Do-	NIL 05 year	01	15,000/- Per month For each -Do-	Fifteen thousands Per month For each -Do-
3.	Graduate Engineer Or Diploma Electrical Engineer	Electrical	-Do- -Do-	Nil 05 year	01	15,000/- Per month For each -Do-	fifteen thousands Per month For each -Do-

Assistant Engineer's retired from Government service that are holding Diploma will be treated at per with Graduate Engineers.

Clause 42 i) (a) Schedule /statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates	2016 printed by CPWD
ii) Variations permissible on theoretical quantities. (a) Cement	2% Plus/ Minus
(b) Bitumen	2.5% Plus only and Nil on minus side
(c) Steel reinforcement and structural steel section for each diameter, section and category	2% Plus/ Minus
(d) All other Materials	Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl. No.	Description of Item	Rates in figures and words at which recovery shall be made from the Contractor	
		Excess beyond permissible variation	Less use beyond the permissible variation
1.	Cement	Nil	Rs. 600 per bag of 50 kg

G.C.C. 2014 (CPWD)

Form 7/8 (Edition 2014 with up to date corrections and amendments)