Hindustan Prefab Limited

(A Govt. of India Enterprise)
Jangpura, New Delh110014

SPECIAL CONDITIONS OF CONTRACT

1. The Tenderers are required to quote rates of items entered in the schedule of qualities in the words as well as in figures.
2. The contractors should submit the under taking for unconditional tender in the format as per Annexure-A.
3. Earnest Money amounting to Rs. 14660/- in the form of demand draft in favour of Hindustan Prefab Limited, payable at New Delhi shall have to be paid along with the tender the same shall be adjusted towards security deposit on award of work. In case any tenderer withdraws his tender or increases the rate or modifies term & condition which are not acceptable to HPL, during the validity period of the tender which is 60 days from the date of opening of quotation then HPL without prejudice to any right shall be at liberty to fortifier the said earnest money. However EMD of unsuccessful tenderes will be returned back after award of the work
4. Tender shall be submitted in sealed covers super scribed "**Repair and Maintenance, renovation work of vacant and occupied Quarters in HPL Staff Colony, Jangpura. New Delhi-110014"**
5. The time allowed to complete the entire work shall be 45 days reckoned from the date of work order. **If the work will not be completed within 45 days then the contractor will be levied penalty @ 1 % per week of award value of work order.**
6. RAW MATERIAL : All material and Labour required for the execution of work shall be arranged by the contractor.
7. The contractor shall maintain all records pertaining to labour in the required format which shall remain open for inspection by the Engineer in charge as when desired by him.
8. The contractor shall employ only such worker for the execution of work who is skilled and experienced in their respective Trade. The engineer in charge shall be at liberty to object and to ask to remove from work any person employed by the contractor who in the opinion of engineer in charge is not competent or is negligent of his duty. Such a person shall not be re employed again by the contractor without permission of the Engineer in charge
9. The contractor shall follow all safety regulation for the safety of workers/work.

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10. The contractor shall have to maintain desired progress of works as planned from time to time. In the event of his failure to maintain the required progress of work, the Engineer- in-charge of HPL shall have the right to cancel his contract and or engage a parallel agency for completion of work at the risk and cost of the contractor as deemed fit. In addition to this, HPL will have the right to withhold the machinery etc. of the contractor for use in the work or to release the dues of HPL by sale of such property.
11. At any stage during the execution of work if it is felt by HPL that any part or whole of the work is not required to be executed, intimation to this effect shall be given to the contractor and he shall not carry out the said work, the contractor shall not claim any compensation on this account.
12. All tools and plants, machinery and fuel etc, required for the execution of work will be arranged by the contractor at his own cost. Nothing extra would be payable for transport, petrol, entry tax, local tax etc.
13. The contractor shall not sublet any portion of the work without prior written permission of the Competent Authority.
14. Work shall be executed by the contractor as per the latest CPWD Specification with up to date amendments and Instructions Issued by the Engineer-In-charge.
15. Contractor is liable to pay GST as applicable with the rule of State GST/Authority. The payment evidence will be produced along with R/A Bills.
16. Income Tax and other taxes to be deducted as per rule.
17. DEFECT LIABILITY PERIOD (DLP): - The Defect Liability Period will be 12 months after successful handing over of the project. 5 % security deposit shall be retained from the contractor bills and shall be refunded after successful completion of DLP.
18. LQUIDITY DAMAGES: If the contractor falls to maintain the required progress and the work is not completed during the stipulated time period, HPL shall recover liquidated damages at the rate of ¼ % (one quarter percent) of the total cost of the work per day of delay subject to a maximum of 5 % (five percent) of the total cost of work , or such smaller amount as may be foxed by the Competent Authority.
19. After the completion of work the contractor shall hand over the work after proper site clearance as directed by the Engineer-In-Charge.
20. The contractor must see the site conditions before quoting the rates.
21. All extra/ substitute items will be executed by the contractors. For schedule items the rate will be as per DSR ± Latest C.I. and for non schedule Items, the rate will be decided mutually as per market rate.
22. The rates quoted will be firm till completion of the work and Inclusive of all taxes etc. No claim for Increase in rate due to any reason will be acceptable at later stage.

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23. The decision of the Chairman & Managing Director, HPL regarding the quantum of reduction as well as a justification, thereof in respect of rates for substandard work which may be decided to be accepted will be final and would not u open to arbitration.
24. The deposal or any material/excavated material of the site shall not be disposed of prior to written permission of the Engineer-in-charge. The disposed material should be damped at the space authorized by Engineer-in-charge. No extra shall be payable on.
25. The contractor shall have to make his own arrangements for storing & stacking of the material, T&P etc. at site.
26. The quantities mentioned in the B0Q are approximate and is subject to variation up to any extent both side and the payment for actual work executed including deviation in quantity if any, shall be made as per the rate awarded to the contractor by HPL in the agreement.
27. All testing charges of the material will be borne by the contractor.
28. Contractor has to ensure the security of the raw material / finished goods, which are to be used at site/work.
29. Contractor has to arrange workman compensation policy & CAR Policy at his own cost.
30. No payment for any secure advance against the material supplied at site will be made to the contractor. However, payment for the actual work executed will be made to contractor fortnightly for minimum of Rs, 03.00 Lacs.
31. The contractor has to deposit a performance guarantee equivalent to 5% of the cost of work in the form of BG. The same shall be released within 15 days after handing over of site.
32. All the material to be used at work shall be got approved from the Engineer - In -charge prior to the execution of the same.
33. The work shall be got done at the risk & cost of the contractor in case HPL observed slow progress of the work, substandard quality of work.
34. JURISDICTION: The agreement is deemed to be executed at Delhi / New Delhi and the Courts in Delhi / New Delhi alone will have the jurisdiction to deal with matters arising under this work.
35. RELEASE OF SECURITY DEPOSIT:

    While claiming the refund of security deposit, the contractor, shall submit the following: Clearance certificate from labour department.

    An Indemnity Bond on Judicial Stamp Paper of appropriate values Indemnifying HPL against any possible demand raise against the company on account of taxes, duties, cess, royalty, trade mark, fee, fines, penalties, demand raised by statutory boodles etc.

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36. Settlement of Disputes end 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 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 a mentioned hereinafter.

I) If the contractor consider any work demanded of him to be outside the requirements of the contract, of 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 (ENGG.) 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 (Engg.) HPL falls to give his Instructions or decision in writing within the aforesaid period or if the contractors is dissatisfied with the instructions or decision or the DGM (Engg.) HPL, the contractor may, within 15 days of the receipt of DGM (Engg.) HPL's 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, HPL for appointment of arbitrator In a prescribed format attached as Annexure-I, 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 Income Tax Department and with the consent of Income Tax Department. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatever, 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 of Income Tax Department & with the consent of Income Tax Department, 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 A appointment of arbitrator in respect of any claims in writing a aforesaid within 120 days the of receiving the intimation from the Engineer in charge that the final hill ready or 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 claim.

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 end the rules made there under and for the time being In force shall apply to the arbitration proceeding under this clause.

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 & Income Tax Department.

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 he 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 end half by each of the parties. The cost of the reference and of the award 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.

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Annexure 1

Notice for appointment of Arbitrator

To

CMD

Dear Sir,

In terms of clause- 36 of General Condition of Contract 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 sough
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 calms 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 (it 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 tie 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 calms with amount of claims.
2.
3.
4.

Yours faithfully,

Signatures)

Copy in duplicate to:

1. The Engineer-in-charges

Signature of contractor with seal

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