

General Conditions of Contract

The General Conditions of Contract are as under.

1.0 Security Deposit

Security deposit at the rate of 5% of the amount of each running bill shall be retained and the same shall be released after six months of the successful completion of the work at site. However no interest shall be payable to the Agency for the amount of security deposit for the period retained by HSCC.

1.1 Delay and extension

If the work is delayed by force majeure or any other cause in the absolute discretion of Employer is beyond the Agency's control, they shall immediately upon the happening of such event contributing to delays give notice thereof in writing to Employer but shall nevertheless use constantly their best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of HSCC to proceed with the work.

Request for extension of time shall be made by the Agency in writing within seven days of the happening of the event causing delay. The survey Agency shall also indicate with any such request, the period for which extension is required. In any such case HSCC may give a fair and reasonable extension of time for completion of individual items or group of items of work for which separate period of completion is specified in the contract as a whole, but it shall be the sole discretion of the Employer to grant or refuse such extension.

The decision of HSCC in regard to the extension will be communicated to the Agency in writing within a reasonable time but no compensation or any extra amount shall be paid for such extension granted by HSCC.

1.2 Compensation payable for delay in completion and risk prejudice clause

The Agency shall be liable to pay compensation to HSCC in case of delay in fulfilling obligation under this agreement for causes solely attributable to the survey Agency at 1% (One percent) of contract amount per week of delay subject to maximum of 5% (five percent only) of the total contract price towards their contract.

1.3 Risk Prejudice Clause

In case progress of any part of Agency's work is found to be unsatisfactory by HSCC at any time during the execution vis-a-vis, the terms of contract, HSCC shall give the Agency a fortnight's notice in writing asking for their plans for remedying the situation and to complete the job within the time mutually agreed, subject however to the conditions that the entire work falling within their scope of work shall be completed within the stipulated time. On the failure to remedy the situation as per agreed time with HSCC, HSCC shall have the right to withhold that portion of the work and get the same done at the risk and cost of the Agency after giving one weeks' notice.

1.4 Arbitration

If at any time any doubt, question, dispute or difference whatsoever, shall arise between the Agency and HSCC upon or relating to or in connection with this contract, either of the parties may give the other notice in writing of the existence of such doubt, question, dispute or difference and the same shall be referred to the Chairman - cum - Managing Director, HSCC or his nominee as Sole Arbitrator. The decision of the sole arbitrator thereon shall be final, conclusive and binding upon the parties to dispute. The party invoking arbitration shall specify the dispute or disputes to be referred to the arbitration under the clause together with the amount or amounts claimed in respect of each of dispute.

1.5 Jurisdiction of Court

All disputes arising out of the contract shall have the jurisdiction of courts of the Union Territory of Delhi only.

1.6 Termination of Contract

HSCC reserves the right to terminate, or postpone the work on account of unfulfillment of contractual obligation(s) or any sufficient cause, HSCC being sole judge of the same. The Agency shall be paid for the useful work done upto the date of termination. HSCC shall determine the credit to be given to the detailer for the value of the work executed by the Agency. The Agency shall give HSCC all the data, compiled report, drawings etc. prepared by them till the date of termination before the final dues are paid to the Agency. Even after the termination of agreement, the Agency shall continue to cooperate with HSCC to such a reasonable extent as may be necessary to clarify or explain any reports or recommendations in documents or detailing made by them.

1.7 Breach of Trust

Unless otherwise directed by HSCC specifically, the Agency shall not contact directly or indirectly the client or any other authorities connected with the project. Non compliance of this clause shall be treated as breach of trust resulting in the termination of contract

between HSCC and the Agency for with without any prior notice to him. In such event, no job will be entrusted to him in future by HSCC.

1.8 Discussions with HSCC and Approvals

The Agency shall make themselves available at reasonable notice to be present for discussions with HSCC. The Agency shall also provide assistance, advice and information to HSCC as may be required from time to time for discussions with other agencies or HSCC officials connected with the work.

The Agency shall get approved the work done by him at every stage throughout the period from HSCC. However, such approval by HSCC shall not be deemed to absolve the Agency of the total responsibility of the correctness and soundness of the work and other obligations under this contract.

1.9 Guarantee and liability of the Agency

The Agency shall be liable for all consequence of errors and omissions arising from errors solely attributable to Agency or on the part of their employees to the extent and with the limitation specified by HSCC.

2.0 Periodical Progress Report

The Agency shall prepare and submit periodical progress reports and status of works being performed by them. Such submissions of reports and review and approvals, if any, thereof by HSCC shall not be deemed to absolve the responsibilities of the Detailer for timely completion of the assignment.

2.1 Unit Rates

The Lump sum / Unit rates quoted shall remain firm throughout the validity of the contract. The rate shall include cost of materials, labor, tools and equipments, transport charges, taxes, royalties, octroi, service tax etc. payable on all transactions for the due performance of work under this contract. The rates shall be given in the schedule, as specified herein before. No escalation shall be paid on whatever account it may be.

2.2 Variation in scope of work and schedule of quantity

The scope of work & schedule of quantities may vary to any extent. The rates quoted by the Agency shall remain firm for the complete job as directed by the Engineer.

2.3 Mobilisation advance

No Mobilization advance shall be paid.

2.4 Income tax

Income tax shall be deducted from Agency's bill as per rules.

2.4 Computerized output

The Agency shall prepare a CD of the complete work assigned to them including drawings, report work, data, and other documents & the same shall be submitted to HSCC after completion of job. All drawings shall be on AUTOCAD and in A1 & A4 sizes only.

2.5 Water for construction purposes

The Agency shall make his/ their own arrangements for unfiltered water required for the work and nothing will be paid for the same.

2.6 Power

The Agency shall make his own arrangements for obtaining electrical connections if required and make necessary payments directly to the departments concerned.

2.7 Return of earnest Money

Earnest Money of the unsuccessful bidders shall be returned after the expiry of bid validity period.

COMPLETION TIME SCHEDULE AND MODE OF PAYMENT

Completion Time

Total time period for completion of job will be as per following from the date of issue of letter of award. The work is to be done in phases in order of priority as given below:-

Table-1

S.N.	Particulars (a)	Completion Time	Submission of Draft Report (b)	Submission of Final Report (c)
1.	Topographical plan with Contours (as per Scope of Work)	2 weeks from date of award of work	3 weeks from date of award of work	1 week from the date of receipt of comments on Draft report from HSCC
2.	Geotechnical Investigations (as per Scope of Work)	2 weeks from date of award of work	3 weeks from date of award of work	1 week from the date of receipt of comments on Draft report from HSCC
3.	Hydro Geological Survey (as per Scope of Work)	2 weeks from date of award of work	3 weeks from date of award of work	1 week from the date of receipt of comments on Draft report from HSCC)

MODE OF PAYMENT

Table-2

S.No.	Stage of Work	Percentage of Total fees payable
1.	For submission of draft Reports of all items from S.N. 1 to 3 in Table -1 & col. (a)	30
2.	For submission of final Reports of all items from S.N. 1 to 3 in Table -1& col. (c) after receiving approval from HSCC	30
3.	On submission of field information along with all final reports as required/as per scope of work	20
4.	On submission of all drawings and technical report including photographs, basic calculation sheets, complete in all respects, in a CD.	20

Price Bid for the Soil Investigation, Topographical, Geotechnical and Hydro geological Survey Works for “Construction of 100 MCH block, for S.A.T. Hospital at Thiruvananthapuram, Kerala”

S.No.	Description	Unit	Quantity	Rate	Amount
1	Topographical Survey, Collection of field and report Submission:				
	(a) Site Survey and Collection of Field Data as per defined scope of work of the area ear marked in enclosed layout drawing .	Acre	1.5		
	(b) Construction of Bench Mark and providing fencing around them as per drg supplied.	No	1		
2	Soil boring, sampling, chemical analysis and report submission				
	Boring of holes of 150mm dia. In all types of soil excluding soft and hard rock but including boulders, gravels etc. upto the depth of 30m below the existig G.L. or refusal whichever is met earlier complete in all respects. (The quoted rate shall take care of following subheads.)				
	(a) Conducting standard penetration test in all bore holes at intervals of 1.5 m and also at change of strata as per IS codes of practices				
	(b) Collecting disturbed and undisturbed samples of soil at 1.5m interval and also at change of strata from the bore-holes.				
	(c) Recording of water table in bore hole after completion of boring as per scope of work.				
	(d) Conducting necessary tests on samples collected from each hole. The laboratory tests include chemical analysis of soil and water as per scope.				
	(e) Collection of water samples from bore holes for chemical test and analysis.	RM	150		
3	Plate Load Test				
	Conducting plate load tests using 750mm x 750mm square plate. Test should be continued till 25mm settlement in normal circumstances and 50mm in special cases such dense gravel, gravel and sand mixture is obtained or failure of the soil whichever is earlier as per IS:1888 or refusal whichever is earlier	Each	1		

Price Bid for the Soil Investigation, Topographical, Geotechnical and Hydro geological Survey Works for “Construction of 100 MCH block, for S.A.T. Hospital at Thiruvananthapuram, Kerala”

S.No.	Description	Unit	Quantity	Rate	Amount
4	Rock Sampling				
	Boring of holes of 150mm dia. Into hard rocks in case hard rock is met at a depth lesser than 30 meter below the existing G.L. or refusal whichever is met earlier complete in all respects	Metre	10		
5	Other penetration tests:				
	Conducting static cone penetration test as specified and in locations indicated and depth upto 10.0 m or refusal whichever is earlier	Each	3		
	Conducting Dynamic cone penetration test as specified and in locations indicated and depth upto 10.0m or refusal whichever is earlier.	Each	3		
	Conducting field density test as specified at 1.5m, 2.5m and 3.5m depth at each locations.	Each	3		
6	Ground water investigation				
	Ground water investigation by Geo-physical equipments for assessment of availability of ground water at site as per scope of work specified including the followings:				
	(a) Collection of geophysical field data at 4 no of required locations to suggest 2-3 no of tube wells/dug wells.				
	(b) Collection of data from existing underground water sources,.				
	(c) Collection of water samples from 2 no locations of existing underground sources and getting them tested (Physical, Chemical & Bacteriological) at every location. Suggesting design of tube wells/dug wells				
	(d) Suggested design for Rain water Harvesting System	Lumpsum	1		
7	Conducting soil resistivity test as per IS 3043 and submission of test results as part of draft and final report.	Each	1		
	Total				



NO/788

REVISION

PROJECT
 NRHM PROJECT
 PROPOSED 100 BED
 MCH BLOCK FOR
 S.A.T. HOSPITAL AT
 TRUVANANTHA-
 PURAM,
 KERALA

TITLE
 ARCHITECTURAL
 SUBMISSION DRAWING
 SITE PLAN

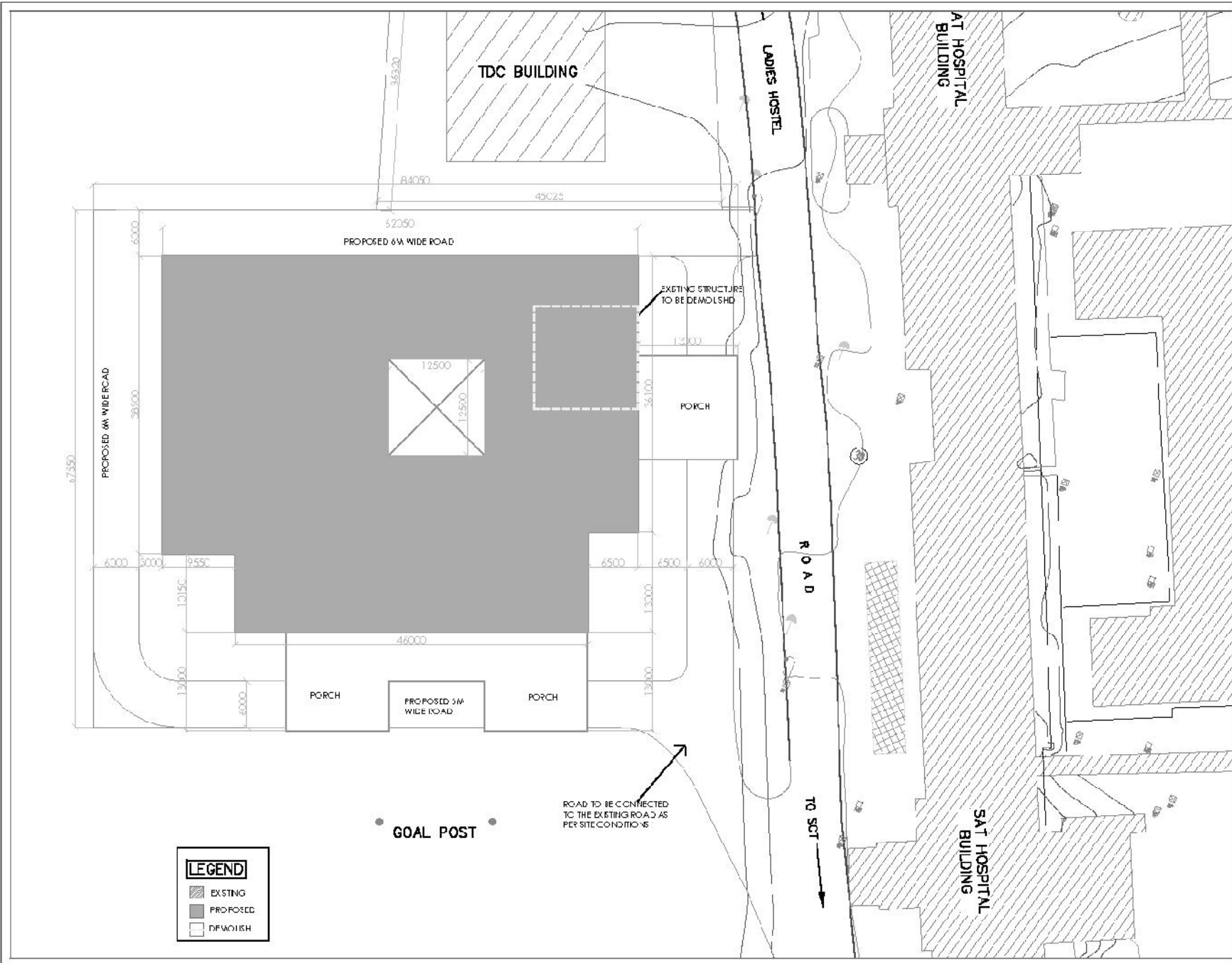
OWNER SIGN.

ARCHITECT SIGN

HSCC (INDIA) LIMITED
 Drawing No.

DATE	SCALE	NO. OF
JN App. by	PC App. by	PI Prep. by

HSCC (INDIA) LIMITED
 A MEMBER OF HSCL GROUP
HSCC
 NEW DELHI INDIA



LEGEND

- EXISTING
- PROPOSED
- DEMOLISH

ROAD TO BE CONNECTED
 TO THE EXISTING ROADS AS
 PER SITE CONDITIONS

TO SGT

