

**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
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	H.P.L.
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 „E“**

Reference to General Conditions of contract.

**Name of Work: Supplying of Office Furniture for establishment of Multipurpose Hall at HPL corporate Office, Jangpura, New Delhi-110014**

**NIT NO: HPL/DGM(C)/TC/ Multipurpose Hall HPL/2017-18/14      Dt : 29.05.17**

Estimated cost of work :	Rs. 9.03 Lacs
i) Earnest money :	Rs. 21,000/-
ii) Security Deposit :	5% of tendered value.

**SCHEDULE „F“**

GENERAL RULES : Officer inviting tender:  
& DIRECTION

Deputy General Manager, (C), HPL

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	-
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	Not : applicable
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	: Yes
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	: 1 day
Clause 6,6A Clause applicable – (6 or 6A)	: 6 A

Time allowed for execution of work	15 days
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.	Not Applicable
Clause 10A List of testing equipment to be provided by the contractor (As per Site/ work requirement)	At site lab but not limited to the followings. 1. Plumb bobs, Sprit level, Hammers. 2. Weighing machine (Electronic) 3. Thermometers, stoves. 4. Wire gauge, micro meter & tounge tester and others as required at site.
Clause 10B Whether Clauses 10 B (ii) shall be applicable	Not Applicable

Modified Provision		
<p>Clause 10CA Materials covered under this clause</p> <p>N.A.</p>	<p>Nearest Materials other than cement , steel reinforcement and structural steel for which all India wholesale price index to be followed.</p> <p>N.A.</p>	<p>Base Price and its corresponding period of all the materials covered under clause 10 CA.</p> <p>N.A.</p>
<p><b>Note :-</b> Base Price of all the materials covered under Clause 10CA is to be mentioned at the time of approval of NIT</p>		
<p>Clause 10CC &amp; 10C Clause 10CC to be applicable in contracts with Stipulated period of completion exceeding the Period shown in next column.</p>	Not Applicable	

<p>Clause 11 Specifications to be followed for execution of work( all works)</p>	CPWD specifications with all latest amendments and corrections up to date
<p>Clause 12 12.2 &amp; 12.3 Deviation Limit beyond which clauses 12.2 &amp; 12.3. shall apply for building work :</p>	30 %
<p>12.5 Deviation Limit beyond which clauses 12.2 &amp; 12.3. shall apply for foundation work</p>	100%
<p>Clause 16 Competent Authority for Deciding reduced rates.</p>	C.M.D., HPL
<p>Clause 18 List of mandatory machinery, tools &amp; plant to be deployed by the contractor at site lab but not limited to the followings</p>	(As per Site/ work requirement)

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.	Skilled in the trade	(skilled in the trade)	Supervisor/ Foremen	5 yrs	1	10,000/- Per month	Ten thousands Per month For each -Do-
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			

**HINDUSTAN PREFAB LIMITED**  
**JANGPURA, NEW DELHI - 110 014**

**SPECIAL CONDITIONS OF CONTRACT**

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

**1.** EMD of tenderers, who do not qualify in technical bid after evaluation of technical bid, shall be returned with in 7 days of receipt of request of refund from them. The tenderers can collect the un-opened financial bid, if they desire, from the office of the concerned Engineer-in-charge.

EMD of tenderers, who qualify in technical bid but unsuccessful in financial bid after opening of financial bid, shall be returned after award of work within 7 days of receipt of request of refund from them.

**2.** A good quality furniture is required. The work done in slipshod manner shall not be accepted.

**3. (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.

**4.** 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.

**5.** HPL reserves the right to reject the whole lot in case the quality of furniture is not good of the quantity as per specification of tender.

**6. Delivery Term: The time and date of delivery of the contract**

Delivery must be completed not later than the dates specified. However, the time allowed for execution of order shall be governed by the stipulated time mentioned on the purchase order of delivery of equipments/items.



7. 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.

8. The Contractor should be registered under VAT for works in the State of Delhi 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 DVAT.

9. The contractor should have valid PF Code , PAN and TIN . 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.

10. The contractor will be responsible for obtaining "Contractor All Risk Policy" towards entire cost of the work and will obtain "Workmen compensation policy" at his own cost. The policy should cover entire tenure of contract inclusive of extended period, if any and including warranty/Guarantee Period.

11. The decision of the Chairman & Managing Director, HPL, regarding the quantum of rates reduction as well as justification thereof in respect of final for substandard work will be and would not be open to arbitration and adjudication.

12. No advance shall be paid to the contractor against any Tools & Plants, equipment & machinery etc. brought at site by the contractor.

13. The work may be inspected by Central Vigilance Commission and any deductions/compensation proposed by CVC or HPL in regard to defective work or work not confirming to specification, loss of time, amount shall be deducted from his dues.

14. 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.

## **15. DISPUTE RESOLUTION / ARBITRATION**

- a. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities" representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the CMD, HPL.

- b. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only. If, required notice for appointment of arbitrator shall have to be given by the agency in the prescribed Performa as per enclosed Annexure-X.

16. **Liquidated Damages:-** There should be a suitable provisions in the terms & conditions of the contract for claiming liquidated damages of appropriate amount from the supplier to take care of delays in supplies and performance, for which the supplier is responsible. Such recovery through liquidated damages should be without prejudice to the other remedies available to the purchaser under the terms of the contract. Depending on the nature and value of the goods to be ordered and the urgency of the requirement, a specific percentage of the delivered price of the delayed goods (or delayed services) for each week or part thereof delays, is to be incorporated in the contract terms. Generally, the percentage is 0.5% per week or part thereof. There should also be an appropriate maximum limit of such deduction, to be shown as a specific percentage of the contract value of delayed supplies/ services and incorporated in the contract terms. This percentage is generally 10% Any lower ceiling should be clearly justified while formulating the contract.

17. **Payment Terms:** Payment will be made only after supply, inspection, complete installation and satisfactory demonstration of performance of the items and 5% security deposit will be deducted from contractors bill. Balance 5% payment will be released after warranty period. No advance payment before effecting supply as above either part or full of any kind shall be made under any circumstances.

18. **WARRANTY/ GUARANTEE:-** Uptime guarantee: During the warranty/guarantee/ AMC period the firm will maintain the Furniture in good working condition. All the complaints will be attended by the firm within 24 hours of the dispatch of a complaint to their office. The firm shall ensure that item is set right within 10 days (Ten Days) of the intimation. However, the tenderer have to arrange similar.

The contractor must be provided a written guarantee certificate for all supplied items for a period of one year.

19. HPL reserves the right to increase/decrease the scope of work.

## 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

Seal & Signature of the tenderer