**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 client |
| 2 | Superintending Engineer | GM(Engg.) |
| 3 | Engineer –in –charge | Project Incharge |
| 4 | Department | Hindustan Prefab Limited |
| 5 | Administrative Head | C.M.D., HPL |
| 6. | Owner | Client |
| 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 : **Rate Contract for Supply of Prefabricated Items for Drinking water Procurement, Cleanliness and Sanitation Items, Sports Items and Passenger and Public Interest Items**

**NIT NO: HPL/DGM(C)/TC/ /Prefab/2017-18/20 Dated: 16/06/2017**

| | |
|---|---|
| Estimated cost of work : | Not applicable |
| i) Earnest money : | Rs. 2(Two) lacs for each group in either state or all the states. |
| ii) Performance Guarantee : | Whenever any work order is issued to the contractor, 5.00 % (Five percent) of awarded contract amount, deposited in shape of demand draft/banker cheque which may be released after Defect Liabilty Period along with satisfactory completion of work and submission of completion certificate and quality assurance certificate. |

**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 | General Manager (Engg), 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 | **Not applicable** |
| 2(xi) Standard Schedule of Rates | **Not applicable** |
| 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<br><br>i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days | Within **7** days of award of individual work order. |
| ii) Maximum allowable extension beyond period provided in i) above in days | : 07 days |
| Clause 2<br>Authority for fixing compensation Under clause 2. | : C.M.D, HPL |
| Clause 2A<br>Whether Clause 2A shall be applicable | : Not applicable. |
| Clause 5<br>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<br>Clause 6,6A<br>Clause applicable – (6 or 6A) | : Not applicable |

Mile Stone(s) as per table given below:

| Sl. No | Financial Progress | Time Allowed (from date of start) | Not applicable |
|---|---|---|---|
| 1 | 1/8th (of whole work) | ¼ th (of whole work) | Not applicable |
| 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 | **45 days from the date of issue of LOI.** |
| Authority to give fair and reasonable Extension of time for completion of work | C.M.D., HPL |
| Clause 7<br>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<br>List of testing equipment to be provided by the contractor At site lab but not limited to the followings.<br>1. Theodolite, Dumpy level , Steel level.<br>2. Plumb bobs, Sprit level, Hammers.<br>3. Weighing machine (Electronic)<br>4. Thermometers, stoves.<br>5. Hydraulic test machine (compressive testing machine)<br>6. Smoke test machine.<br>7. Wire gauge, micro meter & toung tester and others as required at site.<br>8. Sieves Set<br>9. All other lab equipments as required to conduct field lab tests | **Since third party inspection is provisioned, hence not applicable** |
| Clause 10B<br>Whether Clauses 10 B (ii) shall be applicable | Yes |

| Modified Provision | |
|---|---|
| Clause 10CA<br>Materials covered under this clause<br>1. Cement<br>2. Reinforcement Bars<br>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<br><br>Clause 10CC to be applicable in contracts with Stipulated period of completion exceeding the Period shown in next column. | Not Applicable |

| | |
|---|---|
| Clause 11<br><br>Specifications to be followed for execution of work( all works) | CPWD specifications with all latest amendments and Corrections up to date. Wherever not defined in the items. |
| Clause 12<br>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<br>Competent Authority for Deciding reduced rates. | C.M.D., HPL to be decided |
| Clause 18<br>List of mandatory machinery, tools & plaint to be deployed by the contractor at site but not limited to the followings<br>Excavators (various size)<br>Concrete batching plant, concrete pump<br>Concrete transit mixer<br>Needle vibrator (Petrol) Table Vibrator elect./petrol)<br>Bar bending machine Bar cutting machine.<br>Drilling machine, Grinding/polishing Machines.<br>Steel shuttering & Steel scaffolding, Stone cutting Machine. | **Not applicable** |

# 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 Tender Cell.

2. 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.

3. EMD of successful tenderers shall be kept with HPL till the currency of contract.

4. Contractor shall submit third party inspection report issued by RITES/SGC/I.R.S(I.R.Class)/DGS&D at the cost of the agency . HPL will process billing only after third party inspection pass certificate.

5. The complete programme schedule of **supply, installation & commissions shall be submitted** within 7 days of award of work by successful bidder as applicable.

6. RAW MATERIAL : All **specified** materials and labour, **what so ever** required for the execution of work shall be arranged by the contractor.

7. 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 the 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.

8. 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.

9. The contractor shall be responsible for obtaining necessary clearances for start of work and on completion of work executed by him from various local bodies, Chief Electrical inspector & Chief Fire Officer for occupation of the building. Necessary liasoning with other working agencies & local bodies shall be his responsibility. Any statutory fees to be paid on account of said clearances shall be reimbursed to contractor by HPL/ Client.

10. The payment to the contractor shall be made from the registered office of HPL at Jangpura, New Delhi through RTGS. If the contractor desires the payment through Banker Cheque/ Demand Draft, charges on account of this shall be debited to the contractor. The contractor shall not claim anything extra on this account.

11. The Contractor should be registered under VAT for works in the State of work. 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 VAT as applicable.

12. The contractor should have valid PF Code , PAN, TIN and ESI No., Service Tax Registration. & should provide a copy of PF, ESI and Service Tax Registration. 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.

13. **Defect Liability & Maintenance Period:** In case of supply of items, manufacturing defect period shall be six month from the date of supply, installation & commissioning but the defect due to mishandling/misuse/ accident will not be covered.

14. 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.

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

16. The contractor has to control noise and air pollution at production site as per norms of Pollution Control Board/Local Authorities.

17. No advance shall be paid to the contractor against any Tools & Plants, equipment & machinery etc.

18. 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.

19. In case the need arises, 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.

20. 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.

**Settlement of Disputes and Arbitration:**

21. 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.

22. It is clearly agreed and understood by the tenderers/ contractors that notwithstanding any thing to the contrary that may be stated in the agreement between HPL & the contractor, the contractor shall become entitled to payment only after H.P.L. 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.

23. The contractor will have to submit a no claim / final claim certificate, duly notarized on a stamp paper of appropriate value, as per the prescribed format of HPL, while release of security deposit.

**TAXES AND DUTIES**

24. The bidder should quote the basic rates( F.O.R destinations) including installation but exclusive of VAT/Sales/Commercial tax and other levies as applicable.

25. The accepted rates of the contractor shall be firm / fixed for the entire contract period including extended period, if any.

26. The contractor shall be responsible for obtaining Completion Certificate and Occupancy Certificate from the local body / bodies. 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 “As Built” drawings and maintenance schedules to the office of the HPL / Owner within 15 days from completion of work.

27. Material will be inspected by the third party who is affiliated by NABCB/ Quality Council, like RITES/Indian register of shipping/DGS&D authorized engineer and all the payment will be released after receiving of third party inspection report. All expenses in lieu of inspection charge will be borne by the successful bidder.

28. 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.

29. The EMD of successful bidder will be treated as a part of security deposit for the work orders issued against this rate contract. The same will be released after satisfactory completion of Defect liability period of all the works carried out under this work contract.

30. The contractor shall obtain the labour license, within one month of award of work.

31. The specialized items of work are to be got executed by the contractor engaging the agencies who are experienced in carrying out those specialized items of work duly approved by Engineer-In-charge.

32. Performance Guarantee @ 5% (Five percent) of awarded work order value shall be submitted by the contractor within the time schedule as specified in the tender document

33. The contractor shall be solely responsible for execution of work with proper workmanship and as per the specifications.

34. The work is to be completed within specified completion period. If it is found that more time has been taken by the contractor to complete the work/project, liquidated damages @ 1.5% per week of delay (to be computed on per day basis) subject to 10% of the project cost would be imposed on the contractor.

35. On completion of the work, the work shall be handed over to the client including all services and facilities constructed in accordance with the approved plans, specification fulfilling all techno functional requirement along with inventory, "As Built drawings", maintenance manual/standard operating procedure (SOP) for equipments and plants and all clearance/certificates from statuary authorities, local bodies complete in all respects.

    a. **On completion of the supply ( positioning, installation & commissioning where ever applicable), photographs, satisfactory working & completion certificate shall be obtained from the client & furnished along with the bill, in the absence of which , payment shall not be processed.**

**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

**PROFORMA FOR BANK GUARANTEE IN LIEU OF EARNEST MONEY**

(On Non-Judicial Stamp Paper to be stamped in accordance with stamp act, the stamp paper to be in the name of Executing Bank)

Ref. : Date :

Bank Guarantee No. …….

To,

Hindustan Prefab Limited,
Jangpura,
New Delhi : 110 014.

Dear Sirs,

In consideration of Hindustan Prefab Limited having its Head Office at Jangpura, New Delhi : 110 014 (hereinafter called the "Employer" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting Tender No……. M/s …….. having its Registered /Head Office at ……. (hereinafter called the "Tenderer" who wishes to participate in the said tender for ……. and you, have agreed to accept an irrevocable and unconditional Bank Bid Guarantee for and amount of Rs……. valid up to …… on behalf of the tenderer in lieu of cash Deposit required to be made by the tenderer, as a condition precedent for participation in said tender.

We, the …… Bank incorporated under …… law and having one of our branches at …….. and having our Registered office/ Head office at …… do hereby unconditionally and irrevocable guarantee and undertake to pay to the "Employer" immediately on demand without any demur reservation, protest, contest, and recourse to be extent of the said sum of Rs…… (Rs……only).

Any such claim/ demand made by the said "Employer" on us shall be conclusive and binding on us irrespective of any dispute or difference raised by the tenderer. This guarantee shall be irrevocable and shall remain valid up to …….. If any further extension of this guarantee is required, the same shall be granted to such required period on receiving instructions from M/s …… on whose behalf this guarantee is issued.

We the said Bank undertake not to revoke this guarantee during its currency except with the previous consent of the employer in writing and agree that any change in the constitution of the said tenderer or the said Bank shall not discharge our liability hereunder. In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this …… day of ……. 2006 at……..

WITNESS :

1. (SIGNATURE) (SIGNATURE)

(NAME)…….. (NAME)……

(Designation with Bank Stamp)……..

(OFFICIAL ADDRESS) ATTORNEY AS PER
POWER OF ATTORNEY NO……

…… DATE ……..

2. (SIGNATURE)

(NAME)

(OFFICIAL ADDRESS)

…….

…….

NOTE :

1. The stamp papers of appropriate value shall be purchased in the name of "Issuing Bank". The Guarantee shall be valid up to 90 days from the date of opening of Financial Bid..

# G.C.C. 2014 (CPWD)

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