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	GM (Engg.)
3	Engineer –in –charge	Project Incharge
4	Department	Hindustan Prefab Limited
5	Administrative Head	C.M.D., HPL
6.	Owner	Govt. of India/State Govt./Local Authorities
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 and installation of Earthquake On site Early Warning and Security System.**

NIT NO: HPL/DGM(C)/TC/EQEWS /2017-18/40 Dated: 11/09/2017

Estimated cost of work :	Not applicable
i) Earnest money :	Rs 1.20 lakh
ii) Performance Guarantee :	5% of tendered value, to be deducted at the time of release of Ist installment of payment. Refundable after successful completion of defect liability period.
iii) Security Deposit :	5% of awarded contract amount, to be deposited at the time of award of work by way of DD/RTGS/NEFT. Refundable after successful completion of defect liability period. The bank guarantee will also be accepted equivalent to 5% of awarded amount.

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 i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days	At the time or before signing of contract agreement but max within **2** days of award of work
ii) Maximum allowable extension beyond period provided in i) above in days	: 02 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 Clause 6,6A Clause applicable – (6 or 6A)	: Not applicable

Mile Stone(s) as per table given below: Since time is the essence of the contract so the bidder has to comply the time line as mentioned in the contract.

Time allowed for execution of work	**60 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 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 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 (compressive testing machine) 6. Smoke test machine. 7. Wire gauge, micro meter & toung tester and others as required at site. 8. Sieves Set 9. All other lab equipments as required to conduct field lab tests	Not applicable
Clause 10B Whether Clauses 10 B (ii) shall be applicable	Yes (Please check, what is the clause)
Modified Provision	
Clause 10CA Materials covered under this clause 1. Cement 2. Reinforcement Bars 3. Structural Steel.	Not Applicable.
Price escalation is not permissible.	
Clause 10CC & 10C Clause 10CC to be applicable in contracts with Stipulated period of completion exceeding the Period shown in next column.	Not Applicable

Clause 11 Specifications to be followed for execution of work(all works)	Work to be executed as per the specifications recommended by the Manufacturer.
Clause 12 12.2 & 12.3 Deviation Limit beyond which clauses 12.2 & 12.3. shall apply for building work :	Need based as per site requirement
12.5 Deviation Limit beyond which clauses12.2 & 12.3. shall apply for foundation work	Need based as directed by the CMD from time to time
Clause 16 Competent Authority for Deciding reduced rates.	Fixed Rated No issue
Clause 18 List of mandatory machinery, tools & plaint to be deployed by the contractor at site but not limited to the followings Excavators (various size) Concrete batching plant, concrete pump Concrete transit mixer 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.	**Not applicable**

Not applicable

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	2014 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

Clause 36(i) Requirement of Technical Representative (s) and recovery rate. Not applicable

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

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. Since the time is the essence of the contract so the time line has to be adhered.
4. RAW MATERIAL : All **specified** materials and labour, **what so ever** required for the execution of work shall be arranged by the contractor.

5. **(a)** All material used in the work shall be confirming to the Specification of the manufacturers with the inspection/direction of the Engineer In Charge
6. 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.

7. 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 liaison 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 on submission of the payment receipt.

8. 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.

9. The Contractor should be registered under GST Rules for for the state/states/center as applicable . In case of violation GST and service charges if any shall be deducted.

10. The contractor should have valid PF Code , PAN, TIN and ESI No., should provide a copy of PF, ESI and GST 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.

11. **Defect Liability & Maintenance Period:** The contractor shall be fully responsible for the quality, workmanship and structural safety of the System. The contractor shall be fully responsible for liability of defects in the work executed by him for a period of one year from the date of successful handing over of the work to Client on rectifying the list of defects/ deficiencies observed by HPL/ Client before taking over. The defect liability period shall start from the date the project is handed over to Client including getting issued the completion and occupancy certificates from the local bodies. All defects observed during the defect liability period shall be rectified by the contractor at his own cost and expenses. Any major and minor repair will be done by the contractor free of cost for one year after handing over of the items. the part of the contractor to rectify the defects, the same may, without prejudice to any other right available to it in law, be rectified by HPL for and on behalf of contractor. HPL shall have the right to deduct or set off the expenses incurred by it in rectifying the defects as aforesaid from/against any amount due and payable or becoming due and payable by HPL to the contractor under this agreement or any other contract what-so-ever. During the Defect- liability period contractor has to depute an engineer (if required) to look after the defects for which nothing extra would be payable to the contractor.

12. 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.

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. **In case the need arises, t**he 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.

15. 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:

16. 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.

17. 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.

18. 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

19. The quoted rates by the bidders shall be inclusive of all the taxes as applicable in the state at the time of submission of tender like GST (Goods & Service Tax), excise duty, custom duty, sales tax, Value added Tax(VAT) purchase tax, consignment tax, works contract tax, entry tax, turnover tax, toll tax, octroi charges, royalty, labour cess, levy and other tax(es) or duty(ies) of similar nature in the state levied by State Govt./ Central Govt./ or any other statutory body. The rates quoted by him in the tender in bill of quantities shall be inclusive of all such taxes, duties, levies, cess, etc. with respect to such goods/ materials/articles to be used for the works & as applicable to the contract.Tax invoice & bills as required and applicable under GST shall be submitted by the contractor and shall be uploaded on the relevant portal by the contractor. GST as applicable shall be deposited by the contractor to the concerned authorities and deposit challan shall be submitted to HPL alongwith bills.Taking credit of the excess amount billed / tax paid shall be the responsibility of the contractor.The bidders should have valid GST Registration and copy of the same shall have to be submitted alongwith the tenders.

20. . HPL will not be responsible for any Royality if payable. It is for the contractor to bear.

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

22. The contractor shall be responsible for obtaining Completion Certificate from the client. The project shall be deemed to have been completed in relation to contractor only when these certificates are obtained from the client. 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.

23. 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.

24. The EMD of successful bidder will be treated as a part of security deposit on award of work. EMD will be refunded on claim by the bidder if no work is awarded to them.

25. Security deposit @5% shall be deducted from the bills of the Contractor in cash.The bank guarantee will also be accepted equivalent to 5% of awarded amount. The EMD deposited by the contractor shall be adjusted against the security deposit amount. Security deposit shall be refunded to the contractor after satisfactory completion of defects liability period and obtaining of labour clearance certificate from the labour department office.

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

27. 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.

28. Performance Guarantee @ 5% (Five percent) of awarded contract value shall be submitted by the contractor within the time schedule as specified in the tender document in the shape of Performance Bank Guarantee issued by any Nationalized Bank or ICICI, IDBI, HDFC & Axis Bank of India. Performance Guarantee in any other shape shall not be accepted.

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

30. 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 **day** of delay (to be computed on per day basis) subject to 10% of the project cost would be imposed on the contractor.

31. 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)