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 ESIC
2	Superintending Engineer	GM(Engg.)
3	Engineer –in –charge	Project In charge
4	Department	Hindustan Prefab Limited
5	Administrative Head	C.M.D., HPL
6.	Owner	ESIC
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: Providing and Installing of Curtain and Track system for 150 Bedded ESIC Hospital at Pandeypur, Varanasi (UP).

NIT NO: HPL/PM/TC/ESIC/Varanasi/2018-19/82 Dated: 17.12.2018

i) Estimated cost of work :	**Rs 1.90 Cr.**
ii) Earnest money :	**2.0 % of Estimated cost.**
iii) Performance Guarantee :	10% of awarded contract amount or estimated cost put to tender, whichever is higher.
iv) Security deposit	5% only of the contract amount which shall be deducted in the manner set out in this contract.

SCHEDULE 'F'

GENERAL RULES : Officer inviting tender : In-charge tender cell, 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	Project In charge, HPL
2(viii) Accepting Authority	Chairman of Tender Approval Committee.
2(x) Percentage on cost of material and labour to cover all over head expenses and profit.	15%
2(xi) Standard Schedule of Rates	DSR' 2016
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 15 days of award of work
	(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	: 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	: 01 day
Clause 6,6A	Clause applicable – (6 or 6A)	6 A

Mile Stone(s) as per table given below:

S.No.	Milestone	Approx. financial value of work done.	Time allowed in days from date of start of work	Amount to be with-held in case of non-achievement of Milestone.
1	1st	10%	30 days	1 % of awarded contract amount
2	2nd	30%	45 days	1 % of awarded contract amount
3	3rd	50%	50 days	1 % of awarded contract amount
4	4th	75%	60 days	1 % of awarded contract amount
5	5th & Last	95%	70 days	1 % of awarded contract amount

Time allowed for execution of work	60 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.	Rs.30.00 Lakh except in last two bills for which amount can be reduced.
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, megger and others as required at site. 8. Sieves Set 9. All other lab equipments as required to conduct field lab tests	
Clause 10B Whether Clauses 10 B (ii) shall be applicable	Yes

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

Note : The awarded rates of the contractor shall be firm & fixed for the entire contract period including extended period if any.

Clause 11 Specifications to be followed for execution of work(all works)	CPWD specifications with all latest amendments and Corrections up to date & technical specifications given in the Tender Document.
Clause 12 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 Competent Authority for Deciding reduced rates.	C.M.D., HPL
Clause 18 List of mandatory machinery, tools & plaint to be deployed by the contractor at site but not limited to the followings All tools and plants, machinery etc required to be executed the work under reference within the specified completion period.	

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.							
2.	Graduate Engineer Or Diploma Engineer	Mechanical / Electrical	Technical representative	Nil 01 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	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

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 supersede/ 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 within 07 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.

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 07 days of receipt of request of refund from them.

EMD of the successful tenderer shall be returned on submission and confirmation of Performance Bank Guarantee equivalent to 10% of awarded contract amount or estimated cost of work put to tender whichever is higher.

2. Contractor shall submit the complete program of execution along with CPM/PERT Chart proposed to be followed for execution within 07 days of award of work and shall also submit mile stones chart, base line programme regarding fixing time line for completion of the project with mutual consent of HPL/ESIC keeping in view the time allowed in days from the date of start of work and percentage of financial value of work to be done of the awarded contract amount for each mile stone as given in the schedule B to F of tender document.

3. RAW MATERIAL : All materials and labour required for the execution of work shall be arranged by the contractor including cement & reinforcement steel etc.

4. (i) The contractor shall procure 43 grade (conforming to IS:8112) ordinary Portland cement, as required in the work, of approved makes or as approved by Engineer-Incharge. Supply of cement shall be taken in 50 kg. bags bearing manufacturer's name and ISI marking, Samples of cement arranged by the contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of relevant BIS codes. In case test results indicate that the cement arranged by contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-Charge to do so.

ii) The cement go-down of the capacity to store a minimum of 100 bags of cement (if required) shall be constructed by the contractor at site of work for which no extra payment shall be made. Double lock provision shall be made to the door of the cement go-down. The keys of one lock shall remain with the Engineer-in-Charge or his authorized representative and the key of the other lock shall remain with the contractor. The Contractor shall be responsible for the watch and ward and safety of the cement go-down. The contractor shall facilitate the inspection of the cement go-down by the Engineer-in-charge at any time.

iii) The cement shall be got tested by Engineer-in-charge and shall be used on work, only after test results have been received. The contractor shall supply free of charge the cement required for testing. The cost of tests shall be borne by the contractor.

iv) The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 and 10A of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein.

v) Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-charge.

vi) Damaged cement shall be removed from site immediately by the contractor on receipt of a notice in writing from the Engineer-in-charge. If he does not do so within three days of the receipt of such notice, the Engineer-in-charge shall get it removed at the risk & cost of the contractor.

5. **i)** The contractor shall procure TMT steel reinforcement bars of Fe500 grade conforming to relevant BIS codes of the approved makes / as approved by Engineer In- charge. The contractor shall have to obtain, and furnish test certificates to the Engineer-in-charge in respect of all supplies of steel brought by him to the site of work. Samples shall also be taken and got tested by the Engineer-in-charge as per the provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to BIS codes, the same shall stand rejected and shall be removed from the site of work by the contractor at his cost within a week time from written orders from the Engineer-in-charge to do so.

ii) The steel reinforcement shall be stored by the contractor at site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.

iii) For checking nominal mass, tensile strength, bend test, re-bend test etc. specimen of sufficient length shall be cut from each size of the bar at random at frequency not less than that specified below :

Size of bar	For consignment below 100 tonnes	For consignment above 100 tonnes.
Under 10mm dia bars	One sample for each 25 tonnes or part thereof	One sample for each 40 tonnes or part thereof
10mm to 16mm dia bars	One sample for each 35 tonnes or part thereof	One sample for each 45 tonnes or part thereof
Over 16mm dia bars	One sample for each 45 tonnes or part thereof	One sample for each 50 tonnes or part thereof

iv) The contractor shall supply free of charge the steel required for testing. The cost of tests shall be borne by the contractor.

v) The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in clause 10 and 10 A of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein.

vi) Steel brought to site and steel remaining unused shall not be removed from site without the written permission of the Engineer-in-charge.

6. (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 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.

(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.

7. 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.

8. The contractor shall have to provide 5 (five) years guarantee bond in the form of Indemnity Bond for water proofing works from the date of completion of work(if applicable).

9. The contractor shall be supplied drawings required for execution of work like architectural, structural ,all service plans and other detailed drawings in a phased manner. If any particular drawing is required for execution of work, contractor shall inform the Engineer-in-Charge in writing at least 15 days in advance.

10. 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.

11. 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.

12. The Contractor should be registered under GST for works in the State of work and submit a copy of registration along with tender. The said GST shall be deducted as per laws at source as applicable. The contractor shall submit the bills as required under GST as applicable. Also the amount of GST as applicable shall have to be deposited by the contractor and the receipt of the same shall be submitted along with the tax invoices to be submitted with the bills. The rates quoted by the bidders will be inclusive of all the taxes including GST as applicable.

13. The contractor should have valid PF Code, PAN, TIN and ESI No. & GST No. should provide a copy of PF, ESI registration number. . 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.

14. **Defects Liability & Maintenance Period :** The contractor shall be fully responsible for the quality, workmanship and structural safety of the work executed. The contractor shall be fully responsible for liability of defects in the work executed by him for a period of one year. All defects observed during the defects 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 the work executed. In the event of failure on 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 Defects- 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.

15. 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.

16. 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.

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

18. The contractor will be responsible to get register himself under labour cess in “Building and other construction workers” welfare board.

19. No extra payment shall be made to the contractor for laying of concrete by ready mixed concrete (R.M.C) plant.

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

21. The contractor shall build and complete a mock up room, within the limits of area of the building under construction before progressing for further finishing/ works.

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

23. The contractor shall also make sufficient arrangement for photography / videography so that photographs video can be taken of any specific activity at any point of time.

24. 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.

25 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.

26. Settlement of Disputes and Arbitration:

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.

27 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. receives the corresponding payment(s) from the client / owner. 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.

28. 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 Performance Bank Guarantee.

29. Secured advance payment shall be released to the contractor as per relevant clause 10 B (i) of CPWD G.C.C. against submission of bank guarantee of equivalent amount by the contractor for the period till such advance remains outstanding. However, if such material is not incorporated in the work within 03 months, outstanding secured advance shall be recovered at the end of such specified period. At a time, the total secured advance to be given to the contractor including any earlier outstanding secured advance shall be limited up to 10% of the awarded contract amount.

30.1 Tax deductions at source, if any, shall be made by HPL as per laws prevalent in the State as applicable for the works under the statue such as GST or any other law for levy of tax on goods/materials/article which may be used for execution of work.

30.2 The stamp duty and registration charges, if any, on the contract agreement levied by the Government or any other statutory body, shall be paid by the contractor as applicable in the State, where the work to be executed.

30.3 It will be incumbent upon the Contractor that he/it shall get registered and discharge his obligations for payments, filling of return etc. under the appropriate provisions of the law in respect of all the taxes, duties, levies, cess, etc. HPL always have right, if required, to seek necessary evidence from the contractor that he/it is registered under the law and / or any other obligations under the provisions of the respective Act and in case of any failure on part of the Contractor, it shall be his duties to indemnitify HPL all time.

31 The accepted rates of the contractor shall be firm / fixed for the entire contract period including extended period, if any. No escalation in rates shall be payable at all.

32.0 The contractor shall be responsible for obtaining Completion Certificate and Occupancy Certificate from the local body / bodies and MCI (if required). 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.

33.0 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.

34.0 The contractor shall obtain the labour license, within one month of award of work, if required.

35.0 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 and also the work is to be carried out as per the specified technical specifications and norms of MCI (Medical council of India), as applicable/or as required.

36.0 Performance Guarantee @ 10% (ten percent) of awarded contract amount or estimated cost put to tender, whichever is higher 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.

37.0 The estimate is based on DSR-2016 rates for schedule items and market rates for the Non-schedule items.

38.0 For schedule items, items no's, description or nomenclature of the items, unit of the items given in financial bids are based on DSR'2016. If there is any error or discrepancy in the above w.r.t as given in DSR'2016, the same shall be regulated as given in DSR'2016.

39.0 During the various stages of execution, the Contractor shall submit monthly progress report along with six or more different photographs of the project/work. The photographs must be of good quality and its size should not be less than 4" X 6".

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

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

42.0 On completion of the work, the work shall be handed over to the client including all services and facilities executed 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.

43.0 Performance guarantee equivalent to 10% of the awarded contract amount or estimated cost put to tender, whichever is higher submitted by the contractor, shall be refunded to the contractor after successful completion of defects liability period of one year from the date of handing over of the project to the client including getting issued the completion and occupancy certificates from the local bodies.

44.0 On award of work within 07 days, the contractor shall submit the Mile stones chart, Base line programme regarding fixing time line for completion of the project with mutual consent of HPL/ESIC keeping in view the time allowed in days from the date of start of work and percentage of financial value of work to be done of the awarded contract amount for each mile stone as given in the below table.

During currency of the project, the time lines shall be monitored with the help of milestones, If any milestone is not achieved by the contractor with the timeline as per given programme chart, the amount shall be withheld in case of non-achievement of milestone in the following manner:

Milestones

S.No.	**Milestone**	**Approx. financial value of work done.**	**Time allowed in days from date of start of work**	**Amount to be with-held in case of non-achievement of Milestone.**
1	1st	10%	30 days	1 % of awarded contract amount
2	2nd	30%	45 days	1 % of awarded contract amount
3	3rd	50%	50 days	1 % of awarded contract amount
4	4th	75%	60 days	1 % of awarded contract amount
5	5th & Last	95%	70 days	1 % of awarded contract amount

After completion of all milestones, an assessment would be made regarding the total time covered in achieving all the milestone vis-à-vis the allotted times lines to each milestones till completion of the project. If it is found that more time has been taken by the contractor to complete the project than mutually agreed timeline, liquidated damages @ 1.5% per month of delay (to be computed on per day basis) subject to 10% of the project cost would be imposed on the contractor.

If any particular mile stone is not achieved & amount as mentioned above, have been withheld and subsequently, the time line in totality is met in achieving subsequent mile stone(s), the amount withheld earlier during previous mile stone(s) shall be released at the time of achieving subsequent mile stone(s). However, if any amount is not withheld by the client for non-achieving the mile stone(s), HPL shall also will not withheld any such amount.

45.0 L.V system works shall be got executed by the contractor engaging specialized agencies as approved by the Engineer In-charge

46.0 Payments due to the contractor will be made only after verifying that the statutory P.F. payment have been made to EPFO related to the employees deployed by the contractor on the awarded project.

Employee's wise details of deposit of P.F. will be submitted by the contractor along with the bill/ invoice to HPL.

47.0 For deviation in quantities beyond the limit specified in Schedule 'F', the rates of the deviated quantities payable to the contractor shall be lowest of the rates of contract items, market rate of the item worked out based on market rate analysis and the DSR'2016 rate updated with applicable cost index (if any) in case of scheduled items. For Non-schedule items, it shall be lower of the contract item rate and market rate to be analysed based on the BOQ/ DSR item rates of similar items to the extent possible.

48.0 For extra items, the rates payable to the contractor shall be lower of the market rate of item as per analysis of rates based on market rate and DSR'2016 item rate updated with applicable cost index (in case of scheduled items). For Non-schedule items, it shall be based on the market rate analysis to be worked out based on the BOQ/ DSR item rates of similar items to the extent possible.

49.0 Installation, testing & commissioning work to be carried out under the supervision of supervisor/engineer (if required) & the expert technician who has long experience in similar nature of works.

50.0 The quantities of items given in the BOQ are tentative and while executive the work, the quantities may increase & decrease. Payment will be made as per terms & conditions. However, as per work requirement, if the quantities decreased substantially or scope of work is reduced, the contractor will not have any claim whatsoever on this account.

51.0 The mark 'ISI' or other standards/ marks as applicable to the specific product, like CE/UL/European CE certificate/ISO etc would be applicable. However, 'ISI' standard will supersede and thereafter the best standards as applicable for the specific product prevailing in the market would be applicable.

52.0 Shop drawings are to be got approved by the contractor from Engineer In charge prior to execution of items of work.

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 Project-in charge for decision
16. Date of receipt of Project-in charge 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)