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 Department of Social Security Women and Child Development, Govt. Of Punjab.
2	Superintending Engineer	G.M. (Engg.)
3	Engineer –in –charge	Project In charge
4	Department	Hindustan Prefab Limited
5	Administrative Head	C.M.D., HPL
6.	Owner	Implementing agency- Department of Social Security Women and Child Development, Govt. Of Punjab represented by DPO, Ferozepur under CSR initiative of PFCL
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: Construction of 66 Nos Aaganwari Center Buildings at various locations in the District Ferozepur (Punjab)-Package-01 (Blocks-Ferozepur & Ghall Khurd)

NIT NO: HPL/DGM(Engg)/TC/Aaganwari/Ferozepur/2019-20/27 Dated : 07.09.2019

i) Estimated cost of work :	Rs. 5,33,28,000.00
ii) Earnest money :	Rs. 10,66,560/-
iii) Performance Guarantee :	05% (Five percent) of awarded contract amount or estimated cost put to tender, whichever is higher.
iv) Security deposit	05% (Five percent) of the actual gross amount of work done, to be deducted from each bill. EMD amount will be part of security deposit. Security deposit will be refunded to the contractor after successful completion of defects liability period and submission of labour clearance certificate as mentioned in the 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 Incharge- HPL
2(viii) Accepting Authority	C.M.D.- HPL.
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	: NIL
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.	: 07 days
Clause 6,6A Clause applicable – (6 or 6A)	6 A

Mile Stone(s) as per table given below:

Work of first tranche of 17 ACBs is to be completed within a period of 60 days from the date of start of work and thereafter work of subsequent tranches of 17, 16 & 16 ACBs each is to be completed within a further period of 60 days/ each tranche i.e. entire work is to be completed within a completion period of 08 months. However, if after completion of first tranche of 17 ACBs within a period of 60 days, depending upon the performance and if allowed by the Client, the work of remaining three tranches may be allowed to be taken up at one go then the entire work is to be completed within a total completion period of 06 months including first tranche of 17ACBs.

In the event of not achieving the milestones for each tranche as mentioned above, 1.50 % of the awarded contract amount will be withheld for failure of each milestone.

Time allowed for execution of work	08 months (04 tranches of 17,17,16 &16 ACBs in 2 months) / 06 months in case of first tranche of 17 ACBs in 2 months and remaining 03 tranches of 17,16 & 16 ACBs each if permitted to takeup the work in single go depending upon the performance of work and decision of the Client/ Funding agency..
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.35.00 Lakhs except in last two bills for which amount may vary.
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	Yes, to be provided at site.
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, shuttering material, scaffolding material, Grinding machine, cutting machine as required to execute all the items of 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.	Graduate Engineer	Civil	Principal Technical Representative	05 year	01	30,000/- Per month	Thirty thousands Per month
2.	Graduate Engineer Or Diploma Civil Engineer	Civil	Technical representative	01 year 05 year	01	20,000/- Per month For each -Do-	Twenty thousands Per month For each -Do-
3	Graduate Engineer Or Diploma Electrical Engineer	Electrical	Technical representative	01 year 05 year	01	20,000/- Per month For each -Do-	Twenty 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.	As per standards code of practice / CPWD Specifications
(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 This work / contract is being executed on behalf of Deptt. of Social Security Women and Child Development, Govt. of Punjab" represented by DPO, (Ferozepur), under CSR initiative of PFC Limited. The conditions of payment are on back to back basis. The payment of work done shall be made to the contractor on receipt of the corresponding payment from the client, HPL will not be responsible for release of payment to the contractor if the corresponding payment is not received from the client.

2 (a) 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 their un-opened financial bids, 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.

On award of work, EMD of the successful tenderer shall be considered as part of security deposit.

2.(b) 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/client 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 OPC/53 grade PPC (conforming to relevant IS) 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 required capacity to store cement shall be arranged/ 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 Specifications and as approved by Engineer In-charge 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 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 07 days in advance. Shop drawings shall have to be got prepared by the contractor at their own and to be got approved from HPL/ Client/ Architect before start of work.

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 Punjab 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. & 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 a Supervisor/Engineer (if required) to look after the defects for which nothing extra would be payable to the contractor. On completion of DLP period of one year, the contractor will arrange to get visited & checked each ACBs by official of HPL or Client(if required).

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 or any materials etc. brought at site by the contractor. Water & electricity for execution of work including testing & commissioning etc. shall be arranged by the contractor at his own.

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 Client in regard to defective work or work not confirming to specification, loss of time, amount shall be deducted from his dues.

23. The contractor will establish a field lab having all testing equipments/ machines with lab assistant in Ferozepur having all facilities for conducting all field tests of the materials. For site surveys, visits, inspection, checking & verification of work & bills, the contractor will arrange/ provide motor cycle/ vehicle as required. For day to day site progress reports, checking & verification of bills/ billing & other related formats, presentations etc., the contractor will provide/ arrange computer with printer, internet & consumable etc. Nothing extra shall be payable on this account. The maintenance charges are to be borne by the contractor.

The contractor shall provide consumable as required and maintain the aforesaid facilities intact / operational during the tenancy of the contract including extended contract period, if any.

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 project 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:

In the event of any dispute of whatever nature howsoever arising under or out of or in relation to this Agreement that cannot be mutually resolved by the parties within 30 (thirty) days of service of written notice by one party to the other clearly setting out the dispute in question, the same shall be settled by way of arbitration proceedings to be conducted by a sole Arbitrator to be appointed by the Chairman and Managing Director, HPL in accordance with the Arbitration and Conciliation Act, 1996, or any subsequent enactment or amendment thereto. Award of the sole Arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at New Delhi. The language of the arbitration

and the award shall be English. Subject to foregoing, the parties agree to subject themselves to the jurisdiction of competent courts at New Delhi alone to try and adjudicate upon any matter concerning this Agreement. However, any award passed in pursuance of the arbitration proceedings may be executed by any court of competent jurisdiction anywhere.

It is expressly agreed that the Agency shall continue to perform the services uninterruptedly pending the resolution of any dispute between the HPL and Agency, timely and satisfactory completion of the Project being of the essence of this Agreement. The submission to arbitration of any dispute arising during construction shall not delay or otherwise affect the continuing performance of the work by the Agency.

27 It is clearly agreed and understood by the tenderers/ contractors that notwithstanding anything 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/Implementing agency/Funding agency. 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. HPL will not be responsible for any claim /award /decree/bill, beyond the amount received from client.

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 & security deposit.

29. No Secured advance payment shall be released to the contractor against any material brought at site.

30.(a) 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.(b) 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.(c) 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 indemnify HPL all time.

31.0 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 (If required). The contractor shall send completion report alongwith above certificates as well as “As Built” drawings and maintenance

schedules to the office of the HPL and shall handover the completed work alongwith all these documents to HPL/ Client/ Implementing agency/ Funding agency immediately.

33.0 The contractor shall not stake any claim in case HPL /Client/ Implementing agency/ Funding agency decides for foreclosure of the work or reduce the scope of work at any of the stages subsequent to start of work or even if the work do not take off at all.

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.

36.0 Performance Guarantee @ 05% (five 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 fortnightly progress report in three set along with six or more different photographs of the each building. 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% per week of delay (to be computed on per day basis) subject to a maximum of 10% of the award value of the work as per CPWD guidelines 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 requirements along with inventory, "As Built drawings", maintenance manual/standard operating procedure (SOP) for equipments.

43.0 Performance guarantee equivalent to 5% 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 & recording of the completion of work and handing over of the completed work to HPL/Client/ Implementing agency/ Funding agency.

44.0 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.

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

45.0 The rates for the deviated quantities (beyond the limit specified in Schedule 'F') & schedule extra items will be worked out based on the DSR'2016 rates plus / minus the percentage quoted by the contractor & accepted by the HPL above or below the schedule items given in the tender document. For Non-schedule extra items, if any, it shall be based on the market rate analysis to be worked out.

46.0 **JURISDICTION** : The agreement is deemed to be executed at Delhi/New Delhi and the Court in Delhi/ New Delhi alone will have the jurisdiction to deal with matters arising under this work.

47.0 If the work is carried out in violation of the approved plan of the project/ contract, the agency shall rectify the same at his own cost to the satisfaction of the HPL/Client/ Implementing agency/ Funding agency.

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48.0 Force Majeure means acts of God (including, but not limited to natural disaster, fire, thunder, lighting, explosion, earthquake, storm, typhoon, tornado, drought, tidal wave and flood) terrorist attacks or war (whether declared or not), invasion or an act of foreign enemy or any judgment or order of any court of competent Jurisdiction or statutory Authority, restrictions imposed by the Government /Location bodies or other statutory bodies whereby a party is prevented from complying with its obligations under this agreement. The period of compliance with its obligation under this agreement by the party affected by the force Majeure event shall be extended on a day for day basis for the period during which the force Majeure event continues.

49.0 In the event of a party (effected party) not being able to perform its obligations pursuant to this Agreement as a result of a Force Majeure event, such affected party shall give notice (" Force Majeure Notice") to the other party, of any such Force Majeure event as soon as reasonably practicable but not later than seven days after the dated of on which the affected party knew or should have reasonably known the commencement of the Force Majeure event.

50.0 If the affected Party has taken all necessary steps towards mitigating the effect of a force Majeure even, then:

1. the obligations of the affected party shall be suspended to the extent that they are affected by the Force Majeure event so long as the Force Majeure event continues;

2. to the extent the performance of the obligations of the affected Party is affected by the Force Majeure event, the time period for the performance of the obligations of the affected Party shall be extended by a similar time period on a day to day basis.

51.0 Force Majeure shall not include any event, which is caused by the negligence or intentional action of a Party's or such Party's sub agency or agent or employees or, which a diligent Party could reasonably have been expected to:

(i) Take into account at the time of the conclusion of this agreement and/ or;

(ii) Avoid or overcome in the carrying out of its obligations hereunder.

52.0 Third party motor vehicle liability insurance as required under Motor vehicle Act 1988 in respect of motor vehicles operated in India by the Agency or its personnel or any sub agency or its personnel for the period of this Agreement.

53.0 Implementing agency- Department of social security Women and Child development, Govt. of Punjab, represented by District Programme Officer (Ferozepur)

Funding Agency- Power Finance Corporation Ltd., New Delhi.

Executing Agency- Hindustan Prefab Limited, Janpura New Delhi.

54.0 Contractor shall be solely and exclusively responsible for all acts and omissions of its staff and any person, associations, institutions engaged by it for execution of the work and for the health, safety and security of such person of entities and their property.

55.0 The payment shall be made in Indian Rupees through bank account.

56.0 Income tax and other taxes as applicable shall be deducted at source.

57.0 The construction of 66 Aanganwari Centre Buildings (ACBs) will we carried out in 04 tranches of 17,17,16 & 16 Aanganwari Centre Buildings each i.e. after completion of construction of first tranche of 17 ACBs, the construction of next tranche will start till the completion of the construction of targeted 66 ACBs. The entire work is to be completed within a completion period of 08 months. However, if after completion of first tranche of 17 ACBs within a period of 60 days, depending upon the performance and if allowed by the Client, the work of remaining three tranches may be allowed to be taken up at one go then the entire work is to be completed within a total completion period of 06 months including first tranche of 17ACBs.

58.0 On award of work, the contractor will liaison with the office of DPO(FRZ) & HPL for taking over of sites with proper demarcation & will start construction work as per GFC drawings issued by HPL. On completion of work in all respect as per tranches, the work will be handed over by the contractor to the Client/ Implementing agency alongwith all requisite documents.

59.0 On completion of work tranche wise, the contractor will submit at least 06 Nos colored photographs taken from inside and outside of the each building, in the form of spiral binded booklet (02 Nos) to HPL mentioning location of each ACB.

60.0 The contractor will provide & display (Permanent display) logo & name of PFCL as approved by Engineer In-Charge on each ACB, Nothing extra will be paid for the same.

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 Engineer-in-Charge for decision
16. Date of receipt of Engineer-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)