TENDER DOCUMENT

(Offline Tender)

NAME OF WORK : Landscaping and development work between Technology Park and C-1 Shed by mechanical machine approximate area 4000m2 inside Factory Premises.

NIT NO: HPL/DGM(C)/TC/2016-17/103 dated : 03.01.2017

ISSUED TO :- _____

_____

HINDUSTAN PREFAB LIMITED
(A Govt. of India Enterprise)
Jangpura, New Delhi-110014
CIN: U74899DL1953GOI002220
Ph- (011) 43149800-899, Fax: (011) 26340365
WEB: **www.hindprefab.org**, Email: **:- hindprefab@gmail.com**

HINDUSTAN PREFAB LIMITED
JANGPURA, NEW DELHI- 110014

NOTICE INVITING TENDER

NIT NO: HPL/DGM(C)/TC/2016-17/103 dated : 03.01.2017

1. HPL invites "offline-tender" in single bid system for the work of "Landscaping and development work between Technology Park and C-1 Shed by mechanical machine approximate area 4000m2 inside Factory Premises." from the reputed, experienced, technically and financially sound contractors (Open Tender) as per the following details :-

Tendering Document No. Name of the Work	NIT NO: HPL/DGM(C)/TC/2016-17/103 dated : 03.01.2017 Landscaping and development work between Technology Park and C-1 Shed by mechanical machine approximate area 4000m2 inside Factory Premises.
Estimated Cost Period of Completion	Rs.3,44,000/- 01 Month
Earnest Money Deposit	Rs.18000/-
Non-refundable cost of Tender document	Rs.500/- in the shape of DD/PO in favour of Hindustan Prefab Limited and, payable at New Delhi
Last date & time of submission of tender	Up to 16.01.2017 by 3.00 PM (IST)
Period during which hard copy in Original of EMD, Cost of Tender Document, financial bid, letter of Acceptance of tender conditions enlistment order of the contractor and other documents as per NIT alongwith signed & stamped tender documents shall be submitted.	Before and up to 3.00 PM on 16.01.2017 in the office of General Manager at Hindustan Prefab Limited, Jangpura, New Delhi-110014
Date & Time of Opening of tender	16.01.2017 at 3.30 PM
Validity of offer	180 days from the date of opening of price tender

The tender document can be downloaded from website www.hindprefab.in and www.eprocure.gov.in. **"Any Corrigendum/addendum, if any, would appear only on the HPL web site and not to be published in any News paper".**

2.0 The intending tenderer must read the terms and conditions of HPL carefully. He should only submit his tender if he considers himself eligible as per eligibility criteria and he is in possession of all the documents required.

3.0 **Set of Contract / Tender Documents:**
The following documents will constitute set of tender documents:-

a) Notice Inviting Tender
b) Financial bid
c) Special Conditions of contract
d) General Condition of Contract

e) Acceptance of Tender Conditions
f) Integrity Pact
g) Corrigendum, if any

4.0 If any problem please contact help desk no. 011-49424365. If any are not satisfied with help desk response. Kindly contact Mr. Sanjeev Kumar Engineer (C) & Mr. Sushil Kumar, Engineer (C)

5.0 Joint venture are not accepted.

6.0 HPL reserves the right to accept any or reject all the tenders and split up the work among more than one parties without assigning any reasons thereof. HPL reserve the right to terminate the work in between by giving one month notice without any financial liability.

7.0 The tenderers are required to quote strictly as per terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.

8.0 When it is desired by HPL to submit revised financial tender then it shall be mandatory to submit revised financial tender. If not submitted then the tender submitted earlier shall become invalid.

9.0 As per provision respective taxes will be deducted from contractor's bill/measurement.

10.0 If the contractor is found ineligible after opening of tender, his tender shall become invalid and cost of bid document shall not be refunded.

11.0 If any discrepancy is noticed between the documents at the time of submission of tender in hard copies as submitted physically by the contractor the tender shall become invalid and cost of tender document shall not be refunded.

12.0 Notwithstanding anything stated above, HPL reserves the right to assess the capabilities and capacity of the tenderers to perform the contract, in the overall interest of HPL. In case, tenderers capabilities and capacities are not found satisfactory, HPL reserves the right to reject the tender.

13.0 In case of Percentage Rate Tender, Contractor must ensure to quote single percentage rate, the Rate shall be quoted upto 2 Decimals.

14.0 In case of Item Rate Tender, price shall be entered against each item in the Bill of Quantities / Schedule of Quantities. The cost of item against which the contractor has failed to enter a rate or price shall be deemed to be covered by rates and prices of other items in Bill of Quantities / Schedule of Quantities and no payment shall be made for the quantities executed for items against which rate has not been quoted by the contractor. The Rate shall be Quoted up to 2 Decimals.

15.0 In addition to this, if any cell is left blank and no rate is quoted by the tenderers, rate of such item shall be treated as "0" (ZERO).

16.0 The tenderer if required may submit questions in writing by e-mail at **tendercellhpl@gmail.com** to seek clarifications latest by **16.01.2017** to the office of DGM(C)-TC at Hindustan Prefab Limited, Jangpura, New Delhi : 110 014**.** The tenderers are requested to submit their technical and commercial queries separately so that those could be replied suitably.

17.0 Earnest Money amounting to **Rs. 18000**/- in the form of demand draft in favour of Hindustan Prefab Limited, payable at New Delhi shall have to be paid along with the Tender shall be adjusted towards security deposit on award of work. In case any tenderer

withdraws his Tender or increase the rates or modifies terms & conditions which are not acceptable to HPL, during the validity period of the tender which is 6 months from the date of opening of tender then HPL without prejudice to any right shall be at liberty to forfeit the said earnest money.

Eligibility Criteria

1.1 The company should be engaged in handling work and should have setup of handling machineries like JCB, Hydra, Dumper, Roller etc.

1.2 List of Mandatory Documents to be submitted within the period of tender submission.

Demand Draft/ Pay order or Banker's Cheque/Bank Guarantee of any Nationalized or approved scheduled Bank against EMD

Demand Draft/Pay Order or Banker's Cheque of any Scheduled Bank towards cost of Bid Document.

Certificates of work experience and documents pertaining to Eligibility criteria.

Letter of Acceptance of tender condition unconditional as per tender documents Annex-I of this NIT.

Power of Attorney of the person having Digital Signature for signing/Submitting the bid.

PAN NO and Office address proof.

Note: All the documents including other documents as per NIT should be submitted in hard copy as per time and date mentioned in the NIT.

MEMORANDUM TO FORM OF TENDER

Sl. No	Description	Clause No.	Values/ Description to be applicable for relevant clause(s)
i)	Name of work		Landscaping and development work between Technology Park and C-1 Shed by mechanical machine approximate area 4000m2 inside Factory Premises.
	NIT No:		HPL/DGM(C)/TC/2016-17/103 dated : 03.01.2017
iii)	Type of Tender		Sealed item rate
iv)	Earnest Money	NIT	**18000/-**
v)	Estimated cost	NIT	**Rs. 3,44,000.00**
vi)	Time for completion of work	NIT	**30 Days**

Instructions to Tenderer (ITT)

1.0 Offline sealed item rate open tenders on behalf of HPL are invited for the work of **Landscaping and development work between Technology Park and C-1 Shed by mechanical machine approximate area 4000m2 inside Factory Premises.**

2.0 The work is estimated to cost Rs.3,44,000.00 This estimate, however, is given merely as a rough guide.

3.0 The tender document as uploaded can be seen on website www.hindprefab.in or www.eprocure.gov.in and can be downloaded free of cost.

4.0 Mode of Submission.

Earnest Money Deposit

Earnest Money Deposit of amount as mentioned in "NIT" required to be submitted along with the tender shall be in the form of Demand Draft payable at place as mentioned in NIT in favour of HPL limited from any Scheduled Bank or Bank Guarantee from any Nationalized or ICICI, IDBI, HDFC & Axis bank in the enclosed format. The EMD shall be valid for minimum period of 180 (One Hundred Eighty) days from last day of submission of Tender. The EMD shall be deposited in office of HPL.

The EMD of all unsuccessful tenderers will be returned within thirty (30) days of the Award of the contract to successful tenderer. No interest will be payable by the HPL on the said amount covered under EMD/Any other Security Deposit.

5.0 Interested contractor who wish to participate in the tender has also to make following payments in the form of Demand Draft/Pay Order or Banker's Cheque of any Scheduled Bank within the period of bid submission :

Cost of Bid Document- Rs.500/- in the shape of DD/PO in favour of HPL Ltd payable at New Delhi.

Demand Draft or Pay Order Banker's Cheque against EMD and Cost of tender Document shall be placed in single sealed envelope superscripted as "Earnest Money", Cost of Tender Document " with name of work and due date of opening of the tender also mentioned thereon.

The quoted financial bid by the contractor shall be placed in single sealed envelope superscripted as financial bid.

6.0 All the three envelopes shall be placed in another envelope with due mention of Name of work, date & time of opening of tenders and to be submitted in the office of HPL after last date & time of submission of tender and up **to 16.01.2017** The documents submitted shall be opened on the same day

Technical tender documents submitted by intending tenderers shall be opened only of those tenderers, whose Earnest Money Deposit, Cost of tender Document and other documents placed in the envelope are found in order. The Price tender of those tenderers whose documents found to be in order shall be opened. The opening of price bid shall be on the same day.

7.0 The tender submitted shall become invalid if:-

i) The tenderer is found ineligible.

ii) The tenderers do not submit Pan No.,ID Proof and agency proof as stipulated in the tender document.

iii) If any discrepancy is noticed between the documents at the time of submission of tender and hard copies as submitted physically in the office of tender opening authority.

8.0 VALIDITY OF TENDER

The Tender for the works shall remain open for acceptance for a period of One Eighty (180) days from the date of opening of financial tender. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the HPL, then the HPL shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further the tenderers shall not be allowed to participate in the retendering process of work.

9.0 ACCEPTANCE OF TENDER

HPL reserves the right to reject any or all the tenders in part or full without assigning any reason whatsoever. HPL does not bind itself to accept the lowest tender. The HPL reserves the right to award the work to a single party or split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The Contractor is bound to accept the part work as offered by HPL after split up at the quoted/negotiated rates.

10.0 The tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s)/modifications shall be rejected.

11.0 The witnesses to the Tender/Contract Agreement shall be other than the tenderer(s) competing for this work and must indicate full name, address, and status/occupation with dated signatures.

12.0 The acceptance of tender will rest with the HPL who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reason thereof. Tenders in which, any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.

13.0 On acceptance of tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from Engineer-in-Charge or its authorised representative shall be intimated by the contractor within 07 days of issue date of letter of Awards by HPL.

14.0 The tenderer shall not be permitted to tender for works if his near relative is posted in the project office or concerned Zonal Office of the HPL. The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any of the officers in HPL. Any breach of this condition by the tenderer would render him liable to the withdrawal of the work awarded to him and forfeiture of Earnest Money and Security Deposit. This may also debar the contractor from tendering for future works under HPL

15.0 The time of completion of the entire work, as contained in contract shall be as mentioned in "**NIT"**, which shall be reckoned from the 10th day after issue of the letter of Award by the HPL

16.0 Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

17.0 The tender award, execution and completion of work shall be governed by tender documents consisting of (but not limited to) Letter of Award/Letter of work order, Bill of Quantities, Conditions of Contract.

18.0 ADDENDA/CORRIGENDA

Addenda/ Corrigenda to the tender documents may be issued prior to the date of submission of the tender to clarify or effect modification in specification and/ or contract terms included in various tender documents. The tenderer shall suitably take into consideration such Addenda/ Corrigenda while submitting his tender. The tenderer shall return such Addenda/ Corrigenda duly signed and stamped as confirmation of its receipt & acceptance and submit along with the tender document. All Addenda/ Corrigenda shall be signed and stamped on each page by the tenderer and shall become part of the tender and contract documents

19.0 CLARIFICATION AFTER TENDER SUBMISSION

Tenderer's attention is drawn to the fact that during the period, the tenders are under consideration, the tenderers are advised to refrain from contacting by any means, the HPL and/or his employees/ representatives on matters related to the tender under consideration and that if necessary, HPL will obtain clarifications in writing or as may be necessary. The tender evaluation and process of award of works is done by duly authorized Tender Scrutiny Committee and this committee is authorized to discuss and get clarification from the tenderers.

TECHNICAL BID

1. **LETTER OF TRANSMITTAL-**
   The applicant should submit the letter of transmittal attached with pre-qualification documents.

2. **OPENING OF FINANCIAL BID**
   After evaluation of technical bid, a list of qualified agencies will be prepared. Thereafter, the financial bid of the pre-qualified agencies only would be opened.

3. **AWARD CRITERIA**
   The HPL reserves the right, without being liable for any damages or obligation to inform the applicant to:
   a) Amend the scope and value of contract to the applicant.
   b) Reject any or all of the applications without assigning any reason.

3.1 Any effort on the part of the applicant or his agent to exercise influence or to pressurize the HPL would result in would result in rejection of his application. Canvassing or any kind is prohibited.

4. **TAXES AND DUTIES**
   As per the provision respective taxes will be deducted from contractor's bill/measurement.

5. **FINAL DECISION MAKING AUTHORITY**
   The HPL reserves the right to accept or reject any application and to annual the prequalification process and reject all applications at any time, without assigning any reason or incurring any liability to the applicants.

6. **PARTICULARS PROVISIONAL**
   The particulars of the work given in NIT are provisional. They are liable to change and must be considered only as advance information to assist the applicant.

7. **SITE VISIT**
   The applicant is advised to visit the sites at his own cost, and examine it and its surroundings to him collect all information that he consider necessary for proper assessment of the prospective assignment.

HINDUSTAN PREFAB LIMITED
(A. Govt. of India Enterprise)
Jangpura, New Delhi – 110014.

GENERAL CONDITIONS OF CONTRACT

1. The Tenderers are required to quote rates of the items entered in the schedule of quantities in words as well as in figures.

2. The contractor should submit the under taking for unconditional tender in the format as per Annexure – A.

3. Earnest Money amounting to **Rs 18000/-** in the form of demand draft in favor of Hindustan Prefab Limited, payable at New Delhi shall have to be paid along with the tender the same shall be adjusted towards security deposit on award of work. In case any tenderer withdraws his tender or increases the rates or modifies terms & conditions which are not acceptable to HPL, during the validity period of the tender which is 60 days from the date of opening of quotation then HPL without prejudice to any right shall be at liberty to forfeit the said earnest money. However EMD of unsuccessful tendrers will be returned back after award of the work.

1. Tender shall be submitted in sealed covers super scribed **"**Landscaping and development work between Technology Park and C-1 Shed by mechanical machine approximate area 4000m2 inside Factory Premises.
5. The time allowed to complete the work shall be **30 days** reckoned from the date of work order.

6. RAW MATERIAL: All materials and Labour required for the execution of work shall be arranged by the contractor.

7. The contractor shall maintain all records pertaining to Labour in the required format which shall remain open for inspection by the Engineer – in Charge as and when desired by him.

8. The contractor shall employ only such workers for the execution of work who are skilled and experienced in their respective trades. The Engineer-in-charge shall be at liberty to object and to ask to remove from work any person employed by the contractor who in the opinion of Engineer- in-charge is not competent or is negligent of his duties. Such a person shall not be re – employed again by the contractor without the permission of the Engineer-in-charge.

9. The contractor shall follow all safety regulation for the safety of workers/work.

10. The contractor shall have to maintain desired progress of works as planned from time to time. In the event of his failure to maintain the required progress of work, the Engineer-in-charge of HPL shall have the right to cancel his contract and or engage a parallel agency for completion of work at the risk and cost of the contractor as deemed fit. In addition to this, HPL will have the right to withhold the machinery etc. of the contractor for use in the work or to release the dues of HPL by sale of such property.

11. At any stage during the execution of work if it is felt by HPL that any part or whole of the work is not required to be executed, intimation to this effect shall be given to the contractor and he shall not carry out the said work, the contractor shall not claim any compensation on this account.

12. All tools and plants, machinery and fuel etc. required for the execution of work will be arranged by the contractor at his own cost. Nothing extra would be payable for transport, octroi, entry tax, local tax etc.

13. The contractor shall not sublet any portion of the work without prior written permission of the Competent Authority.

14. Work shall be executed by the contractor as per the latest CPWD Specification with up to date amendments and instructions issued by the Engineer-in-charge.

15. Contractor is liable to pay VAT as applicable with the rule of State VAT Authority. The payment evidence will be produced along with R/A Bills.

16. Income Tax and other taxes to be deducted as per rule.

17. **DEFECT LIABILITY PERIOD (DLP)**:- The Defect Liability Period will be 03 months after successful handing over of the project. 5 % security deposit shall be retained from the contractor bills and shall be refunded after successful completion of DLP.

18. LIQUIDITY DAMAGES: If the contractor fails to maintain the required progress and the work is not completed during the stipulated time period, HPL shall recover liquidated damages at the rate of ¼ % (one quarter percent) of the total cost of the work per day of delay subject to a maximum of 5% (Five percent) of the total cost of work, or such smaller amount as may be fixed by the Competent Authority.

19. After the completion of work the contractor shall hand over the work after proper site clearance as directed by the Engineer-in-Charge.

20. The contractor must see the site conditions before quoting the rates.

21 All extra/ substitute items will be executed by the contractors. For schedule items the rate will be as per DSR ± Latest C.I. and for non schedule items, the rate will be decided mutually as per market rate.

22. The rates quoted will be firm till completion of the work and inclusive of all taxes etc. No claim for increase in rate due to any reason will be acceptable at later stage.

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

24. The disposal of any material/excavated material of the site shall not be disposed of prior to the written permission of the Engineer-in-Charge. The disposed material should be dumped at the place authorized by Engineer-in-Charge. No extra shall be payable on this account.

25. The contractor shall have to make his own arrangements for storing & stacking of the materials, T&P etc. at site.

26. The quantities mentioned in the BOQ are approximate and is subject to variation upto any extent both side and the payment for actual work executed including deviation in quantity if any, shall be made as per the rate awarded to the contractor by HPL in the agreement.

27. All testing charges of the material will be borne by the contractor.

28. Contractor has to ensure the security of the raw material / finished goods, which are to be used at site / work.

29. All the material to be used at work shall be got approved from the Engineer – In charge prior to the execution of the same.

30. The work shall be got done at the risk & cost of the contractor in case HPL observed slow progress of the work, substandard quality of work.

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

32. RELEASE OF SECURITY DEPOSIT:

After successful completion of DLP period, security deposit will be released by E/I.

33. **Settlement of Disputes and Arbitration:**

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings, and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing

whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the DGM(Engg..) HPL in writing for written instructions or decisions. Thereupon, the DGM(ENGG.) HPL shall give his written instructions or decisions within a period of one month from the receipt of the contractor's letter.

If the DGM (Engg.) HPL fails to give his instructions or decision in writing within the aforesaid period or if the contractors is dissatisfied with the instructions or decision or the DGM (Engg.), HPL, the contractor may, within 15 days of the receipt of DGM(Engg.) HPL's decision, appeal to the CMD, HPL who shall afford an opportunity to the contractor to be heard, if the latter so

Desires, and to offer evidence in support of his appeal. The CMD, HPL shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with this decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the CMD, **HPL for appointment of arbitrator in a prescribed format attached as Annexure-1, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.**

ii) Except where the decision has become final, binding and conclusive in terms of Sub Para(i) above disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the CMD,HPL on behalf of Income Tax Department and with the consent of Income Tax Department. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the CMD, HPL of the appeal.

It is also a term of this contract that no person other than a person appointed by such CMD, HPL on behalf of Income Tax Department & with the consent of Income Tax Department, as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing a aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Government shall be discharged and release of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act. 1996 (26 of 1966) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claim by any party exceeds Rs. 1,00,000/- the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. i.e. contractor & Income Tax Department.

It is also a term of the contract the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any , of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom

and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

Annexure - 1

Notice for appointment of Arbitrator

To

CMD

Dear Sir,

In terms of clause- 36 of General Condition of Contract (GCC), 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

ANNEXURE – A

UNDERTAKING

(To be enclosed along with EMD in Envelope)

I/We of M/s. _____ bidder for **"Landscaping and development work between Technology Park and C-1 Shed by mechanical machine approximate area 4000m2 inside Factory Premises."** do hereby undertake that I/We agree to unconditionally accept all the terms and conditions mentioned in the tender documents.

Further, we have noted that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks/conditions in the Price Bid enclosed and the same has been followed in the present case. In case this provision of the tender is found violated at any time after opening of quotation/ tender I/ We agree that the tender shall be summarily rejected and HPL shall without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.

Signature of the Bidder
Or Authorized Person _____

Name of the Firm _____

Seal of the Firm

SECTION III

LETTER OF TRANSMITTAL

From :

To
The DGM (C)-TC,
Hindustan Prefab Limited,
Jangpura, New Delhi-110014.

Name of Work : Landscaping and development work between Technology Park and C-1 Shed by mechanical machine approximate area 4000m2 inside Factory Premises.

NIT NO: HPL/DGM(C)/TC/2016-17/103 dated : 03.01.2017

Sir,

Having examined the details given in NIT, press-Notice and technical bid document for the above work, I/We hereby submit the technical bid document and other relevant information.

i) I /We hereby certify that all the statements made and information supplied in the enclosed forms A to H and accompanying statement are true and correct.

ii) I / We have furnished all information and details necessary for technical bid evaluation and have no further pertinent information to supply.

iii) I /We submit the requisite certified solvency certificate and authorize the DGM(Engg.), HPL or his authorized representatives to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize DGM(Engg.), HPL or his authorized representative to approach individuals, employers, firm and corporation to verify our competence and general reputation.

iv) I /We submit the following certificates in support of our suitability, technical know- how and capability for having successfully completed the following works.

Name of Work Certificate from

Enclosures :

Seal of Applicant Signature of Applicant (s)

Date of Submission

INTEGRITY PACT

To,

Dy. General Manager (C)-TC
Hindustan Prefab Limited,
Jangpura, New Delhi : 110 0 14

Name of Work : Landscaping and development work between Technology Park and C-1 Shed by mechanical machine approximate area 4000m2 inside Factory Premises.

NIT NO: HPL/DGM(C)/TC/2016-17/103 dated : 03.01.2017

Dear Sir,

I/We acknowledge that HPL is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by HPL. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, HPL shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid is accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

Annexure-I

ACCEPTANCE LETTER
TO BE ENCLOSED ALONGWITH EMD IN ENVELOPE – I

Hindustan Prefab Limited
(Address of submission as mentioned in "Notice Inviting Tender")

NAME OF WORK : Landscaping and development work between Technology Park and C-1 Shed by mechanical machine approximate area 4000m2 inside Factory Premises.

NIT NO: HPL/DGM(C)/TC/2016-17/103 dated : 03.01.2017

Sir,

ACCEPTANCE OF TENDER CONDITIONS

1. The tender documents for the work as mentioned in "Memorandum to Form of Tender" have been sold to me/us by Hindustan Prefab Limited and I / we hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.

2. The contents of the Tender documents (Instructions to the Tenderers) have been noted wherein it is clarified that after unconditionally accepting the tender condition in its entirety, it is not permissible to put any remark(s)/ conditions (s) (except unconditional rebate on price, if any) in the tender enclosed in "Envelope-1" and the same has been followed in present case.

   In case this provision of the tender is found violated at any time after opening "Envelope-I" , I/ We agree that the tender shall be summarily rejected and HPL shall, without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.

3. The required earnest money for this work is enclosed herewith.

Yours faithfully,

(Signature of the tenderer)
With rubber stamp

Dated: _____

HINDUSTAN PREFAB LIMITED

JANGPURA, NEW DELHI - 110 014

SPECIAL CONDITIONS OF CONTRACT

1. The contractor should follow, machine safety and human safety factors while handling and transporting components, and stacking the same during the course of execution work.

2. The lead of stacking civil component in the factory premises will be around 500 mtrs. from the place of work site.

3. Stacking of civil component will be segregated in different sizes, after that same component will be stacked properly at safe location, as per the instruction of Engineer –in charge.

4. The mulba, debris, earth, metallic scrap, wild bushes etc. will be dispose off at factory premises in the lead of one KM from the place of work site.

5. For leveling of surface area, fresh earth will be dug and arrange in the factory premises within the lead of one KM from the place of work site.

6. The leveling of the surface will be remain even and plain whole the area of work site.

7. The precautions to be taken remain during the course of work that no plants and trees cut and spoiled by any means.