TENDER DOCUMENT

(Through e-Tendering)

NAME OF WORK: Designing, fabrication, installation/providing in position Pre-Engineered LGS (Light Gauge Steel) Composite Structure for addition of one floor over existing ESIC Hospital Building including other Civil works and allied Plumbing, Sanitary, Fire Fighting & Electrical works at Varanasi (U.P.)

NIT NO: HPL/DGM(C)/TC/ESIC/LGS-Varansi/2016-17/104 Dated: 04.01.2017

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 e-TENDER

NIT NO: HPL/DGM(C)/TC/ESIC/LGS-Varansi/2016-17/104 Dated: 04.01.2017

1. HPL invites online item rate basis "E-tenders" in two bid system on behalf of "Employee State Insurance Corporation " for the work of "Designing, fabrication, installation/providing in position Pre-Engineered LGS (Light Gauge Steel) Composite Structure for addition of one floor over existing ESIC Hospital Building including other Civil works and allied Plumbing, Sanitary, Fire Fighting & Electrical works at Varanasi (U.P.)" from the reputed, experienced, technically and financially sound contractors agencies as per the following details :-

Tendering Document No. Name of the Work	**HPL/DGM(C)/TC/ESIC/LGS-Varansi/2016-17/104 Dated: 04.01.2017** Designing, fabrication, installation/providing in position Pre-Engineered LGS (Light Gauge Steel) Composite Structure for addition of one floor over existing ESIC Hospital Building including other Civil works and allied Plumbing, Sanitary, Fire Fighting & Electrical works at Varanasi (U.P.)
Estimated Cost	**Rs. 8.50 Crore**
Period of Completion	60 days
Earnest Money Deposit	*As Specified below
Non-refundable cost of Tender document	Rs 5000/- plus VAT @12.5% i.e. Rs. 5625/- in the shape of DD/PO in favour of Hindustan Prefab Limited , payable at New Delhi
Non-refundable cost of e-tender processing fee	Rs 5750/- through e-payment gateway to ITI Ltd.
Last date & time of submission of online tender	Up to **18.01.2017** by **3.00 PM**
Period during which hard copy in Original of EMD, Cost of Tender Document, e-tender processing fee, letter of Acceptance of tender conditions, enlistment order of the contractor and other documents as per NIT shall be submitted.	Before and up to **3.00 PM** on **18.01.2017** in the office of at Hindustan Prefab Limited, Jangpura, New Delhi-110014
Date & Time of Opening of technical tender	**18.01.2017 at 3.30 PM**
Validity of offer	180 days from the date of opening of price tender
Opening of price bid	To be intimated later on

*Earnest Money of Rs 17.00 lacs in the form DD shall be accepted from any nationalised Bank or ICICI, IDBI, HDFC & Axis Bank in India.

Alternatively, the contractor may deposit the earnest money in the following form also:

(i) Demand draft of Rs 8.50 lacs issued by Nationalized bank or ICICI, IDBI, HDFC & Axis bank in India and

(ii) Bank Guarantee (as per proforma mentioned in the tender document) of Rs. 8.50 lacs issued by any Nationalized or ICICI, IDBI, HDFC & Axis bank in India having validity of 6 months from the last date of receipt of tender

The tender document can be downloaded from website www.tenderwizard.com/HPL and www.eprocure.gov.in. **"Any Corrigendum/addendum, if any, would appear only on the HPL website 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 **Those intending tenderers/contractors not registered on the website i.e.** www.tenderwizard.com/HPL **mentioned above with M/s. ITI, are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the website i.e.** www.tenderwizard.com/HPL**.**

4.0 The intending tenderer must have class-III digital signature to submit the tender.

5.0 The Tender Document as uploaded can be viewed and downloaded free of cost by anyone including intending tenderer. But the tender can be submitted only after uploading the mandatory scanned documents such as (a) Demand Draft towards cost of tender document, (b) proof of deposit of e-Tender Processing Fee (c) Demand Draft of any Nationalized or ICICI, IDBI, HDFC & Axis bank against EMD & all other documents as per Notice Inviting e-tender.

6.0 Set of Contract / Tender Documents:

The following documents will constitute set of tender documents:-

a) Notice Inviting e-Tender
b) Special Conditions of contract
c) List of approved make
d) General Condition of Contract-CPWD
e) Bill of Quantities
f) Acceptance of Tender Conditions
g) Integrity Pact
h) Corrigendum, if any

7.0 If any problem related to online filling, please contact help desk no. 011-49424365. If not satisfied with help desk response. Kindly contact 011-43149800 (136)

8.0 HPL will not responsible for any type of failure of network at contractor end. So you are advised to fill tender with sufficient time in hand to avoid last moment rush.

9.0 E-tendering processing fees are seen on HPL website.

10.0 Joint ventures are not accepted.

11.0 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

12.0 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.

13.0 After submission of the tender the tenderer can re-submit revised tender any number of times but before last time and date of submission of tender as notified

13.0 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.

15. 0 On opening date, the tenderers can login and see the tender opening results.

16.0 Contractor can upload documents in the form of JPG and PDF format.

17.0 Contractor to upload scanned copies of all the documents including valid service tax registration/EPF registration/VAT registration/Sales Tax registration, PAN No. as stipulated in the tender document.

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

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

20.0 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.

21.0 In case of Percentage Rate Tender, Contractor must ensure to quote single percentage rate. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue, The Rate shall be quoted upto 2 Decimals.

22.0 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 column meant for quoting rate in figures appears in pink/yellow colour and the moment rate is entered, it turns sky blue. The Rate shall be Quoted up to 2 Decimals.

23.0 In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as “0”. Therefore, if any cell is left blank and no rate is quoted by the tenderers, rate of such item shall be treated as “0” (ZERO).

24.0 The tenderer if required may submit questions in writing by e-mail at tendercellhpl@gmail.com to seek clarifications latest by 17.01.2017 to the office of Dy. General Manager (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.

ELIGIBILITY CRITERIA

01 INITIAL CRITERIA FOR ELIGIBILITY FOR TECHNICAL BID :-

The applicant should have experience of having successfully completed works during the last seven years ending pervious day of last date of submission of tenders:

(i) Three similar completed works costing each not less than the amount equal to 40% of estimated cost put to tender,

OR

Two similar completed works, each of value not less than 60% of the estimated cost put to tender

OR

One similar completed work of value not less than 80% of the estimated cost put to tender

(ii) Similar works shall means works of Designing, fabrication, installation/providing in position Pre-Engineered LGS (Light Gauge Steel) Composite Structures for buildings including other Civil works and allied Plumbing, Sanitary, Fire Fighting & Electrical works

(iii) The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for tenders

2 The applicant should have had average annual financial turnover on construction works minimum of 50% of total estimated cost put to tender during the last three years ending 31 March 2016. This should be duly audited by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.

3 The applicant should not have incurred any loss in more than two years during the last five years ending 31.3.2016 which should be duly certified by the Chartered Accountant.

4 The applicant should have a solvency of 40% of estimated cost certified by his Bankers. The solvency certificate should not be more than 6 months old as on the last date of submission of tender.

5 The applicant should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The applicant shall have to submit a list of these employees stating clearly how these would be involved in this work within 15 days of award of work.

6 The applicant's performance for each work completed in the last 7 years and in hand should be certified by an officer not below the rank of Executive Engineer or equivalent and should be obtained in sealed cover.

8 EVALUATION CRITERIA FOR PRE-QUALIFICATION

8.1 For the purpose of pre-qualification, applicants will be evaluated in the following manner:

8.2 The initial criteria prescribed in para 01 to 05 above in respect of experience of similar class of works completed and financial turnover etc. will first be scrutinized and the applicant's eligibility for pre-qualification for the work be determined.

8.3 The applicants qualifying the initial criteria as set out in para 01 to 05 above will be evaluated for following criteria by scoring method on the basis of details furnished by them:

a)	Financial strength (Form 'A') –	Max 20 Marks
b)	Experience in similar nature of works during last Seven years (Form 'B') -	Max 20 Marks
c)	Performance on works (Form 'D') -Time over run	Max 20 Marks
d)	Performance on works (Form 'D') -Quality	Max 40 Marks
		Total 100 Marks

To qualify, the applicant must secure at least fifty percent marks in each above & sixty percent marks in aggregate.

The HPL, however, reserves the right to restrict the list of pre-qualified contractors to any number deemed suitable by it.

9.0 FINANCIAL INFORMATION

Applicant should furnish the following financial information: Annual financial statement for the last five year (in Form "A")

10.0 EXPERIENCE IN WORKS HIGHLIGHTING EXPERIENCE IN SIMILAR WORKS

10.1 Applicant should furnish the following:

a) List of all works of similar class successfully completed during the last seven years (in form "B")

10.2 Structure & Organization (in Form "E")

11.0 ORGANISATION INFORMATION

Applicant is required to submit the following information in respect of his organization (in Form "D")

Number of Technical & Administrative Employees in parent company, subsidiary company and how these would be involved in this work (in Form "D").

12.0 The document uploaded by the contractor / construction agency in support of their work experience, financial credential, Income tax return, Turnover etc. should be self attested.

13.0 List of Mandatory Documents to be scanned and uploaded within the period of tender submission.

a) Demand Draft of any Nationalized or approved scheduled Bank against EMD

b) Demand Draft of any Scheduled Bank towards cost of Bid Document.

c) Certificates of work experience and documents pertaining to Eligibility criteria/NIT.

d) Should have valid EPF Certificate

e) Letter of Acceptance of tender condition unconditional as per tender documents Annexure -I of this NIT.

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

g) Service tax registration/EPF registration/VAT registration/Sales Tax registration, PAN No

h) Form A to E

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

15.0 Price bid will be submitted online only, do not submit hard copy of price bid

INTEGRITY PACT

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of HPL.

INTEGRITY AGREEMENT

This Integrity Agreement is made at ..... on this ..... day of .....2017.

BETWEEN

Dy. General Manager (C), Hindustan Prefab Limited, Jangpura, New Delhi-110014, on behalf of **ESIC** (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

(Name and Address of the Individual/firm/Company)

through ..... (Hereinafter referred to as the (Details of duly authorized signatory)
"**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. … …….
……..…….) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for :
_____
_____

NIT No. **HPL/DGM(C)/TC/ESIC/LGS-Varansi/2016-17/104 Dated: 04.01.2017** hereinafter referred to as the "Contract

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal / Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Bidder(s)/ Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**

5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/ Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**

2) **Forfeiture of EMD/Performance Guarantee/Security Deposit**: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article **4: Previous Transgression**

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub- contractors/sub-vendors.

2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, HPL on behalf of **Employees State Insurance Corporation.**

Article 7- Other Provisions

1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal/Owner, who has floated the Tender.

2) Changes and supplements need to be made in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

..... (For and on behalf of Principal/Owner)

..... (For and on behalf of Bidder/Contractor)

WITNESSES:

1. .....
   (signature, name and address)

2. .....
   (signature, name and address)

Place
Dated

MEMORANDUM TO FORM OF TENDER

S.N	Description	Clause No.	Values/ Description to be applicable for relevant clause(s)
i)	Name of work		Designing, fabrication, installation/providing in position Pre-Engineered LGS (Light Gauge Steel) Composite Structure for addition of one floor over existing ESIC Hospital Building including other Civil works and allied Plumbing, Sanitary, Fire Fighting & Electrical works at Varanasi (U.P.)
	NIT No:		**HPL/DGM(C)/TC/ESIC/LGS-Varansi/2016-17/104 Dated: 04.01.2017**
ii)	Client/ Owner		Employees State Insurance Corporation
iii)	Type of Tender		Sealed item rate
iv)	Earnest Money	NIT	Rs. 17.00 lacs (Rs 8.50 lacs in shape of Demand Draft/Banker cheque in name of Hindustan Prefab Limited and Rs 8.50 lacs in form of Bank Guarantee issue by any Nationalized Bank or ICICI, IDBI, HDFC & Axis Bank in India) or entire amount of EMD may be deposited in shape of demand draft/banker cheque.
v)	Estimated cost	NIT	**Rs. 8.50 crore**
vi)	Time for completion of work	NIT	60 days
vii)	Mobilization advance	10 B(ii)	10 % of contract value in two equal installments.
viii)	Interest rate of Mobilization advance	10 B(ii)	**10% (Ten percent) per annum**
ix)	Schedule of rates Applicable		Estimated cost is based on DSR'2016 rates for schedule items and market rates for some of the non schedule items excluding labour cess, work contract tax, and including service tax as applicable in state of work.
x)	Validity of tender		180 (Eighty) days
xi)	Performance Guarantee	1(i)	5.00 % (Five percent) of awarded contract amount at the time of signing of agreement in the shape of bank guarantee only from any Nationalized Bank or ICICI, IDBI, HDFC & Axis Bank in India or entire EMD may be deposited in shape of demand draft/banker cheque.
xii)	Security Deposit/ Retention Money		5.00 % (five percent) of awarded contract amount, which shall be deducted in the manner, set out in tender document/contract.
xiii)	Time allowed for starting the work		The date of start of contract shall be reckoned from **Ist day** of issue of email/telegram/Letter/Telex/Fax of intent of Acceptance of tender or from the 1st day of handing over of the site, whichever is later.

xiv)	Defect liability period		12 (Twelve) months from the date of completion handing over of the work.
xv)	Escalation /Price variation	10 CC	Escalation /Price variation is not applicable/ payable in this contract. Rates are firm & fixed for the entire contract period including extended period, if any.
xvi)	Specifications to be followed for execution of work(all works)		The work shall be carried out as per latest CPWD specifications with upto date correction slips, which is being followed in state of work in general as per direction of Engineer-in-charge in addition to the additional technical specifications given in the tender document.

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 : Designing, fabrication, installation/providing in position Pre-Engineered LGS (Light Gauge Steel) Composite Structure for addition of one floor over existing ESIC Hospital Building including other Civil works and allied Plumbing, Sanitary, Fire Fighting & Electrical works at Varanasi (U.P.)

NIT No: **HPL/DGM(C)/TC/ESIC/LGS-Varansi/2016-17/104 Dated: 04.01.2017**

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.

4. I/We, have seen all the corrigendums/Addendums uploaded by HPL on HPL's website upto the last date and time of submission of tenders for this work.

Yours faithfully,

(Signature of the tenderer)
With rubber stamp

Dated: _____

Instructions to Tenderer (ITT)

Online sealed item rate open tenders on behalf of ESIC are invited for the work of : **Designing, fabrication, installation/providing in position Pre-Engineered LGS (Light Gauge Steel) Composite Structure for addition of one floor over existing ESIC Hospital Building including other Civil works and allied Plumbing, Sanitary, Fire Fighting & Electrical works at Varanasi (U.P.)**

1.0 The Pre-qualification / enlistment of the contractors should be valid on the last date of submission of tenders. In case the last date of submission of tender is extended, the pre-qualification of contractor should be valid on the original date of submission of tenders.

2.0 The work is estimated to cost **Rs 8.50 Crore.** This estimate, however, is given merely as a rough guide.

3.0 The tender document as uploaded can be seen on website www.tenderwizard.com/HPL 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 Hindustan Prefab Limited from any Nationalised/Scheduled Bank. The EMD (DD) shall be valid for minimum period of 90 days from last day of submission of Tender. The EMD shall be scanned and uploaded to the e-Tendering website within the period of tender submission and original should be deposited in office of HPL.

The EMD of all unsuccessful tenderers will be returned within thirty (30) days of the declaration of successful tenderer (L-1). The EMD of L-2 party shall be returned after award of work to L-1 agency. 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 and to be scanned and uploaded to the e-Tendering website within the period of bid submission :

Cost of Bid Document- Rs 5000 + VAT @12.5 % (Rs 5625.00) in the shape of DD/PO in favour of HPL Ltd payable at New Delhi.

e-Tendering processing fee- Rs. 5725 (Rupees Five Thousand Seven Hundred twenty five only) through e-payment only.

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.

Copy of certificate of work experience (if required) and other documents as specified in the tender/eligibility criteria shall be scanned and uploaded to the e-Tendering website within the period of tender submission and certified copy of each shall be deposited in a separate envelope

marked as "Technical Bid"

All the documents of Technical bid should be enclosed in spiraled single file and properly numbered & file shall be named as Annexure 'Z'.

6.0 Both the 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 upto the last date & time of submission of tender upto **18.01.2017 at 03:00 PM.** The documents submitted shall be opened on the same day.

Online Technical tender documents submitted by intending tenderers shall be opened only of those tenderers, whose Earnest Money Deposit, Cost of tender Document and e-Tender processing fee and other documents placed in the envelope are found in order. The Price tenders of those tenderers who have qualified the technical bid shall be opened. The date of opening of price tender shall be informed to the tenderer subsequently.

7.0 The tender submitted shall become invalid if:-

i) The tenderer is found ineligible.

ii) The tenderers do not upload all the documents as stipulated in the tender document.

iii) If any discrepancy is noticed between the documents as uploaded 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 07th 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 Addenda/ Corrigenda to the tender documents may be issued up 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. In case of non working of websites, addendum/corrigendum shall be uploaded immediately on its working

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.

20.0 The quantities for some items are not given in the BOQs, those quantities may be considered as NIL & bidders need not to quote the rates for such items.

21.0 The condition written elsewhere shall not be considered either for evaluation or as a part of eligibility criteria.