



TENDER DOCUMENT

(Through e-Tendering)

NAME OF WORK: Construction of one demonstration block (G+3) comprising of 16 nos. Prefab Houses using Precast RCC technology on design & build basis at Belgaria, Jharia, Dhanbad (Jharkhand).

NIT NO: HPL/DGM(C)/TC/2017-18/19 Dated : 03.06.2017

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/2017-18/19 Dated : 03.06.2017

HPL invites online “E-tender” in two bid system on behalf of “Jharkhand Rehabilitation & Development Authority (JRDA)” for the work of “Construction of one demonstration block (G+3) comprising of 16 nos. Prefab Houses using Precast RCC technology on design & build basis at Belgaria, Jharia, Dhanbad (Jharkhand)” (with the intention of building a complete township of high number of houses in future) from reputed, experienced, technically and financially sound contractors (Open Tender) as per the following details :-

Tendering Document No.	HPL/DGM(C)/TC/2017-18/19 Dated : 03.06.2017
Name of the Work	Construction of one demonstration block (G+3) comprising of 16 nos. Prefab Houses using Precast RCC technology on design & build basis at Belgaria, Jharia, Dhanbad (Jharkhand)
Period of Completion	07 Months
Estimated Cost	Rs. 1,11,90,400/-
Earnest Money Deposit	Rs. 2.5 Lacs in the form of DD only
Non-refundable cost of Tender document	Rs. 1,000/- in the shape of DD/PO in favour of Hindustan Prefab Limited and, 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 17.06.2017 by 3.00 PM (IST)
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 17.06.2017 in the office of General Manager at Hindustan Prefab Limited, Jangpura, New Delhi-110014
Pre- bid Meeting	14.06.2017 at 03:00 PM
Date & Time of Opening of technical tender	17.06.2017 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

The above should be scanned and uploaded to the e-tendering website within the period of bid submission specified. 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.

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 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 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/ Pay order or Banker`s Cheque towards cost of tender document, (b) proof of deposit of e-Tender Processing Fee, (c) Demand Draft/Pay Order or Banker`s Cheque/ Bank Guarantee 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) Financial Bid
 - c) Technical Sheet
 - d) Special Conditions of contract
 - e) List of approved make
 - f) General Condition of Contract
 - g) Scope of work
 - h) Technical Specification
 - i) Tender Drawing
 - j) Acceptance of Tender Conditions
 - k) Integrity Pact
 - l) Corrigendum, if any
- 7.0 If any problem related to online filling, please contact help desk no. 011-49424365. If any are not satisfied with help desk response. Kindly contact Ms. Divya, Engineer (E) & Sh. Sushil Kumar, Engineer (C).
- 8.0 HPL will not be 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 Association would be permitted w.r.t PQ parameters. The association of the agencies in the form of well defined MoU. The association of the associates must be on Non-judicial stamp paper of Rs.100/- duly notarized and witnessed by 02 individuals.
- 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
- 14.0 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 has 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 16.06.2017 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 addressed suitably. No individual replies shall be given. However, HPL may issue a corrigendum to address the genuine concern.
- 25.0 Work shall be executed according to General Conditions of Contract for Central PWD Works (Edition 2010 with up to date corrections and amendments & CVC guidelines) available separately at printer's outlets. However, the some special conditions of contract which will override/supplement General Conditions of contract for Central PWD works (as the case may be). The Special Conditions of Contract are enclosed along with tender and B.O.Q.
- 26.0 The contractor has to quote his cost on plinth area basis. The payment to be made shall be on the plinth area jointly measured and recorded. The plinth area will be calculated as per the CPWD norms.

Prequalification Criteria (PQ)

1.0 EVALUATION CRITERIA FOR PRE-QUALIFICATION

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

- 1.1 The agency must have produced and erected precast Building not less than area of 10,000 Sqft and at least Ground Floor plus Three Storied within last seven years or the agency must be executing precast houses not less than area of 10,000 Sqft. LOI must be attached.
- 1.2 The agency should have had average annual financial turnover (gross) of Rs. 5.00 Crore put to tender during the last three years ending 31st March 2016 or 31st March 2017. 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.
- 1.3 The agency should not have incurred any loss in more than two years during the last five years ending 31st March 2016 which should be duly certified by the Chartered Accountant.
- 1.4 The agency should have a solvency of Rs. 1.00 Crore certified by his Bankers. The solvency certificate should not be more than 6 months old.
- 1.5 The agency must have manufacturing plants/units of precast walls, staircases, columns, beams, hollow core slabs and other precast components having a total production capacity of at least 10 lakh sqft per annum or in case of the technology based on in-situ precast production, the agency must submit previous experience/documents to prove the ability of such type of production.

The agency should meet all the above criteria for the technical qualification.

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

2.0 FINANCIAL INFORMATION

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

4.0 EXPERIENCE IN WORKS HIGHLIGHTING EXPERIENCE IN SIMILAR WORKS

4.1 Agency should furnish the following:

- a) List of all works of similar class (Construction of Building / Housing Project) successfully completed during the last seven years (in form "B")

4.2 Structure & Organization (in Form "G")

Note: 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.

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 of2017.

BETWEEN

Dy. General Manager (C), Hindustan Prefab Limited, Jangpura, New Delhi-110014, on behalf of JRDA (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 ignatory) “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, underlaid down organizational procedure, contract for :

NIT No. : _____ Dated : _____ 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 Jharkhand Govt.

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

Sl. No	Description	Clause No.	Values/ Description to be applicable for relevant clause(s)
i)	Name of work		Construction of one demonstration block (G+3) comprising of 16 nos. Prefab Houses using precast RCC technology on design & build basis at Belgaria, Jharia, Dhanbad (Jharkhand)
	NIT No:		HPL/DGM(C)/TC/2017-18/19 Dated : 03.06.2017
ii)	Client/ Owner		Jharkhand Rehabilitation Development Authority (JRDA), Dhanbad.
iii)	Type of Tender		Built up Area Rate
iv)	Earnest Money	NIT	As specified in NIT
v)	Time for completion of work	NIT	07 Months
vi)	Mobilization advance	SCC 10.0 & 11.0	20% of contract value in two installments. 10% additional Mobilization advance may be released if asked by the Construction agency. The mobilization advance shall be Against the B.G.
vii)	Interest rate of Mobilization advance	SCC 10.0 & 11.0	10% (Ten percent) per annum on first two installments. 15% (Fifteen percent) per annum for additional mobilization advance of 10%.
viii)	Schedule of rates Applicable		N/A
ix)	Validity of tender		180 (Eighty) days
x)	Performance Guarantee	SCC 12.0	5.00 % (Five percent) only of contract value at the time of signing of agreement from any Nationalised Bank or ICICI, IDBI, HDFC & Axis Bank in India
xi)	Security Deposit/ Retention Money	SCC 14.0	5.00 % (five percent) only of the contract amount, which shall be deducted in the manner set out in this contract.
xii)	Time allowed for starting the work		The date of start of contract shall be reckoned from 15 day after the date of issue of Email/Letter/ Fax of intent of Acceptance of tender or from the 7th day of handing over of the hindrance free site, whichever is later.
xiii)	Defect liability period	SCC 13.0	12(Twenty Four) months from the date of handing over of the work to the client.

xv)	Escalation /Price variation		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, in general as per direction of Engineer-in-charge in addition to the additional technical specifications given in the tender document. The work is to be executed as per IS standards, if any item of works is not available in IS Standards then ASTM should be followed.

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 : Construction of one demonstration block (G+3) comprising of 16 nos. Prefab Houses using precast RCC technology on design & build basis at Belgaria, Jharia, Dhanbad (Jharkhand)

NIT NO: HPL/DGM(C)/TC/2017-18/19 Dated : 03.06.2017

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: _____

E-Tendering procedure:

Accessing/ Purchasing of Tender Documents

- a- The complete Tender Document can be viewed / downloaded from the e-Procurement portal i.e. www.tenderwizard.com/HPL free of cost or link on Tender section of HPL website i.e. <http://www.hindprefab.in> or Central Procurement Portal.
- b- A Vendor's Manual containing the detailed guidelines for e-Procurement system is also available on e-Procurement portal of HPL.
- c- It is mandatory for all the bidders to have class-III Digital Signature Certificate from any of the licensed Certifying Agency (Bidders can see the list of licensed Certifying Agencies from the link www.cca.gov.in) to participate in e-Procurement of HPL.
- d- It is mandatory for the bidders to get their firm/company registered with e-procurement portal of HPL, i.e. www.tenderwizard.com/HPL to have user ID & password by submitting a non-refundable annual registration charge of Rs. 2,850/- (inclusive of taxes, levies, etc.) which can be paid online using the e-payment gateway to ITI Limited on the portal address mentioned above. The registration so obtained by the prospective bidder shall be valid for one year from the date of its issue and shall be subsequently renewed.
- e- Tender documents will be available online on website www.tenderwizard.com/HPL which can be downloaded till the last date and time of submission of tender.
- f- In addition to this, Bidder shall submit a non-refundable fee of Rs 5750/- inclusive of all taxes towards e-bid processing fee paid online using the e-payment gateway to ITI Limited on the portal address mentioned above.
- g- Validity of Bidder's Registration on the e-Procurement portal of HPL

Bidders may note the following:

- (i) It shall be the sole responsibility of the bidder(s) to keep the Registration valid up to the original/extended date of submission of bid.
- (ii) Bids can be submitted only during the validity of their registration.
- h- HPL may issue addendum(s)/corrigendum(s) to the Tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on website www.tenderwizard.com/HPL at any time before the closing time of tender. The bidders who have downloaded the Tender documents from website must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. This shall be the responsibility of the prospective registered bidders to check the web site for any such corrigendum/addendum till the time of closing of tender and ensure that bid submitted by them are in accordance with all the corrigendums/addendums.
- i- The Tender documents shall be submitted online on or before 15:00 Hrs on 17.06.2017 in the prescribed format given on the websites and bids received online shall be opened at 15:30 Hrs on 17.06.2017. No other mode of Bid submission is acceptable. Detailed

credentials as per the requirement of eligibility criteria and all Tender papers are to be submitted online.

- j- Bidders cannot submit the Tender after the due date and time of e-bid submission. Time being displayed on e-procurement portal of HPL (“Standard Time”) shall be final and binding on the bidder. E-Bids are required to be submitted by bidders, only as per the Indian Standard Time (IST) and not the time as per their location/country.

MODIFICATION/SUBSTITUTION/WITHDRAWAL OF APPLICATIONS:

In the event of modification/substitution/withdrawal of the Application, the bidder may modify, substitute or withdraw the documents of its Application after submission prior to the Application due date.

- k- For withdrawal of the documents of the Application, the bidder will have to click on withdrawal icon at Tender Wizard and can withdraw its Application. However it may be noted that once the bid has been withdrawn, bidder cannot participate again for the same e-tender. The bidder may modify or substitute the Bid documents of the Application after submission, provided that the bidder update the old documents submitted in the electronic form from the Tender Wizard and also upload the modified or substituted documents.

NOTE: Do not withdraw your bid in case of any modification/substitution of application. Withdrawal will not allow further participation / modification / substitution of applications.

- l- The bidders are advised to submit their e-bids well before the e-bid due date. HPL or Tenderwizard shall not be responsible for any delay in submission of e-bids for any reason whatsoever.
- m- The complete application shall be signed by the Authorized Signatory of the bidder & submitted “on-line” and Bid Sheets should be filled and submitted “online” only. The authorized signatory of the bidder must be in possession of Power of Attorney before submitting the digitally signed bid. Scanned copies of various documents can be prepared in different file format (PDF, JPEG). Bidders can upload a single file of size 5 MB only but they can upload multiple files.

e-Tendering Registration Queries	Registration Help Desk	011-49424365	twhelpdesk680@gmail.com
DSC Queries	Help Desk	011-49424365	twhelpdesk377@gmail.com
For e-Tendering Queries	Help Desk	011-49424365	twhelpdesk551@gmail.com
	Saurabh	8800378607	twhelpdesk618@gmail.com
	Sandeep	8800496478	twhelpdesk592@gmail.com

Instructions to Tenderer (ITT)

1. Online open tenders on behalf of JRDA are invited for the work of Construction of one demonstration block (G+3) comprising of 16 nos. Prefab Houses using precast RCC technology on design & build basis at Belgaria, Jharia, Dhanbad (Jharkhand)

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 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.
- 3.0 The last date of submission of tender is 17.06.2017. Pre Bid meeting will be held at Head Office, Jangpura on 14.06.2017.

- 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 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 after getting the approval of competent authority for Award the contract to successful tenderer (L-1) . 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. 1000/- in the shape of DD/PO in favour of HPL Ltd payable at New Delhi.

e-Tendering processing fee- Rs. 5750/- 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 pre-qualification/enlistment letter and certificate of work experience (if required) and other documents as specified in the tender 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 "Other Documents".

- 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 after last date & time of submission of tender and up to 17.06.2017. 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 tender of those tenderers whose documents found to be in order 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 (including service tax registration/VAT registration/Sales Tax Registration) 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 The contractor should have valid PF Code, PAN, TIN and ESI No. & should provide a copy of PF & ESI Registration. The contractor shall provide the copies of challans as a proof of remittance of PF & ESI amount. The contractor should also maintain the PF records, labour records i.e. copies of wage sheets, attendance sheets, monthly returns, annual returns and any other record in this regard for inspection and should provide as and when required by the Engineer-in-charge.
- 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 authorized representative shall be intimated by the contractor within 07 days of issue date of letter of Award 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 15th 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 The agency who have been debarred from undertaking any work and blacklisted by any organization/agency as on date of submission of tender, shall be summarily rejected. An affidavit shall be submitted by the agency that the company is not blacklisted from the Government Organization.
- 19 The agency is advised to visit the site of work, at his own cost, and examine it & its surroundings to himself and collect all information that he consider necessary for proper assessment of the prospective assignment.
- 20 The agency shall provide the details of litigation, if any.

21 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

22 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.

- 23 Taking approval of drawing from Central / State / Local Bodies (if required) for the execution of work shall be Contractor's responsibilities.

FINANCIAL INFORMATION

Financial Analysis - Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached)

YEARS

	2011-12	2012-13	2013-14	2014-15	2015-16
I. i) Gross Annual Turnover on construction works					

ii) Profit/ Loss

II. Financial arrangement with the Financial Institution like over drafts/loan, Bank Guarantee Limit etc. for carrying out the proposed work

III The following certificates are enclosed:

- a) Solvency Certificate (not older than six month) from Bankers of Applicant.
- b) Current Income Tax Return filed with Income Tax Dept. duly acknowledged (with seal).

Signature of Applicant(s)

Signature of Chartered Accountant with Seal

DETAILS OF SIMILAR WORKS (CONSTRUCTION OF BUILDING / HOUSING PROJECT) COMPLETED DURING THE LAST FIVE YEARS ENDING LAST DAY OF THE MONTH in which tender invited.

S. No	Name of work/ project and location	Owner or sponsoring organization	Cost of work in crores	Date of commencement as per contract	Stipulated date of completion	Actual Date of completion	Litigation /Arbitration pending/ in progress with details*	Name and address /telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

*Indicate gross amount claimed and amount awarded by the Arbitrator.

Signature of Applicant(s)

PROJECTS UNDER EXECUTION OR AWARDED

S No.	Name of work/ project and location	Owner or sponsoring organization	Cost of work	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Slow progress if any, and reasons thereof	Name And Address/ Telephone Number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of Applicant(s)

PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM "B" & "C"

1. Name of work/
Project & Location
2. Agreement No
3. Estimated Cost
4. Tendered Cost
5. Date of Start
6. Date of Completion
 - i) Stipulated date of completion
 - ii) Actual date of completion
7. Amount of compensation levied for
delayed completion, if any
8. Amount of reduced rate items, if any
9. Performance Report

(1) Quality of work	Very Good/Good/Fair/Poor
(2) Financial Soundness	Very Good/Good/Fair/Poor
(3) Technical Proficiency	Very Good/Good/Fair/Poor
(4) Resourcefulness	Very Good/Good/Fair/Poor
(5) General behavior	Very Good/Good/Fair/Poor

Dated :

Executive Engineer or Equivalent

**DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR
THE WORK**

S.NO	Designation	Total number	Number available for this work	Name	Qualification	Professional experience and details of work carried out	How these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9

Signature of Applicant(s)

DETAILS OF CONSTRUCTION PLANT AND EQUIPMENT

- (i)
- (ii)
- (iii)

STRUCTURE & ORGANISATION

1. Name of Address of the applicant
2. Telephone No./Fax No.
3. Legal status of the applicant
(attach copies of original document defining the legal status)
 - a) An individual
 - b) A proprietary firm
 - c) A firm in partnership
 - d) A limited company or Corporation
4. Particulars of registration with various Government bodies (attach attested Photocopy)

Organization/ Place of registration	Registration No.
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.	
5. Name and Titles of Directors & Officers with designation to be concerned with this work.
6. Designation of individuals authorized to act for the organization.
7. Was the applicant ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and reasons of suspension of work.
8. Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so give name of the project and reasons for abandonment.
9. Has the applicant or any constituent partner in case of partnership firm, ever been debarred/ black listed for tendering in any organization at any time? If so, give details.
10. Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.
11. In which field of Civil Engineering construction the applicant has specialization and interest?
12. Any other information considered necessary but not included above.

Signature of Applicant(s)

FORM OF BANKER'S CERTIFICATE FROM A Scheduled bank/Nationalized Bank

This is to certify that to the best of our knowledge and information that M/s./Sh..... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs.(Rupees.....)

This certificate is issued without any guarantee or responsibility on the bank or any the officers.

(Signature)

For the Bank

NOTE (1) Bankers certificates should be on letter head of the Bank.

(2) In case of partnership firm , certificate should include names of all partners as recorded with the Bank

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 JRDA and in the name of President of India
2	Superintending Engineer	DGM (C)
3	Engineer –in –charge	DGM (C)
4	Department	Hindustan Prefab Limited
5	Administrative Head	C.M.D., HPL
6.	Owner	JRDA
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 'F'

GENERAL RULES : Officer inviting tender : Deputy General Manager, (C), HPL
& DIRECTION

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3 See below

Definitions:

2(v) Engineer-in-Charge	DY. General Manager (C), HPL
2(viii) Accepting Authority	Chairman of Tender Approval Committee.
2(x) Percentage on cost of material and labour to cover all over needs and profits	15%
2(xi) Standard Schedule of Rates	N/A
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	: 15 days
ii) Maximum allowable extension beyond period provided in i) above in days	: 07 days
Clause 2	
Authority for fixing compensation Under clause 2.	: C.M.D, HPL
Clause 2	
Compensation for delay	: Applicable
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	: 15 days
Clause 6,6A	6 A
Clause applicable – (6 or 6A)	

Mile Stone(s) as per table given below:

Sl. No	Financial Progress	Time Allowed (from date of start)	Amount to be with- held in case of non- achievement of milestone
1	1/8 th (of whole work)	1/4 th (of whole work)	In the event of not achieving the necessary progress as assessed from the running payments, 1% of the tendered value of work will be withheld for failure of each milestone.
2	3/8 th (of whole work)	1/2 (of whole work)	
3	3/4 th (of whole work)	3/4 th (of whole work)	
4	Full	Full	

Time allowed for execution of work	07 Months
Authority to give fair and reasonable Extension of time for completion of work	C.M.D., HPL
<p>Clause 10A List of testing equipment to be provided by the contractor At site lab but not limited to the followings.</p> <ol style="list-style-type: none"> 1. Theodolite, Dumpy level , Steel level. 2. Plumb bobs, Sprit level, Hammers. 3. Weighing machine (Electronic) 4. Thermometers, stoves. 5. Hydraulic test machine. 6. Smoke test machine. 7. Wire gauge, micro meter & tounge tester and others as required at site. 	Yes
<p>Clause 10B Whether Clauses 10 B (ii) shall be applicable</p>	Yes
Modified Provision	
<p>Clause 10CA Materials covered under this clause</p> <ol style="list-style-type: none"> 1. Cement 2. Reinforcement Bars 3. Structural Steel. 	Not Applicable.
<p>Clause 10CC & 10C Clause 10CC to be applicable in contracts with Stipulated period of completion exceeding the Period shown in next column.</p>	Not Applicable

<p>Clause 11 Specifications to be followed for execution of work(all works)</p>	<p>CPWD specifications with all latest amendments & corrections up to date and as per the ASTM and other relevant codes of precast technology.</p>
<p>Clause 12 12.2 & 12.3 Deviation Limit beyond which clauses 12.2 & 12.3. shall apply for building work :</p>	<p>10 %</p>
<p>12.5 Deviation Limit beyond which clauses 12.2 & 12.3. shall apply for foundation work</p>	<p>N/A</p>
<p>Clause 16 Competent Authority for Deciding reduced rates.</p>	<p>C.M.D., HPL</p>
<p>Clause 18 List of mandatory machinery, tools & plant to be deployed by the contractor at site lab but not limited to the followings Excavators (various size) Concrete batching plant, concrete pump Concrete transit mixer Needle vibrator (Petrol) Table Vibrator elect./petrol) Bar bending machine, Bar cutting machine. Drilling machine, Grinding/polishing Machines. Steel shuttering & Steel scaffolding, Stone cutting Machine, mobile crane, tower crane, flat bed trailer with A-frame or other necessary equipments required to execute the work.</p>	<p>Yes</p>

SI. No.	Minimum qualification of technical Representative	Discipline	Designation (principal Technical/technical Representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1.	Graduate Engineer	Civil	Principal Technical Representative	05 year	01	25,000/- Per month	Twenty Five thousands
2.	Graduate Engineer Or Diploma Engineer (Civil)	Civil	Technical Representative -Do-	NIL 05 year	01	20,000/- Per month For each -Do-	Fifteen thousands Per month For each -Do-
3.	Graduate Engineer Or Diploma Electrical Engineer	Electrical	-Do- -Do-	Nil 05 year	01	20,000/- Per month For each -Do-	fifteen thousands Per month For each -Do-
Assistant Engineer's retired from Government service that are holding Diploma will be treated at per with Graduate Engineers.							

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. The EMD of all unsuccessful tenderers will be returned within 30 days of the Award of the Contract to successful bidder.
2. Contractor shall submit the complete programme of construction along with CPM/PERT Chart proposed to be followed for construction within 15 days of award of work.
3. RAW MATERIAL : All materials and labour required for the execution of work shall be arranged by the contractor.
4. (a) All material used in the work shall be confirming to IS Specification and as per approved make/brands list and shall be ISI marked unless otherwise specified. In the event for items for which either brands not specified and ISI marked items not available, the sample of the item before use shall be got approved from Engineer –in-charge. However in either cases the samples of materials / fixtures shall be got approved from Engineer –in-charge before use in the work.

(b) Contractor shall be required to produce samples of all materials and fittings sufficiently in advance for approval. The Contractor when called upon shall provide "make" of samples as per approved list for approval before execution free of cost and also will make arrangements for transportation of samples to the designated test house as per the direction of Engineer-in-charge of the work at his own cost. Cost of testing will also be borne by the contractor.
5. 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.
6. The drawings attached with the tender documents are tender drawing and indicative only.
7. The contractor shall supply the drawings and design required for execution of work for prior approval before execution of work. The design of the same should be get vetted from reputed Govt. Engineering Institutes i.e. IIT's and NIT's. The contractor shall also submit the As Built Drawing after completion of project.
8. The contractor shall be responsible for obtaining necessary clearances (if required) for the works executed by him from local bodies/authority for erection etc. Necessary liaison with other working agency & local bodies shall be his responsibility. Any statutory fees to be paid on account of said clearances shall be reimbursed to contractor by HPL.

9. Force Majeure

- (i) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations here under impossible or so impractical as reasonably to be considered impossible in the circumstances, an includes, but is not limited to, war,

- riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies
- (ii) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub consultants or agents or employees, nor (ii) any event which a diligent party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
 - (iii) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

10.0 Mobilization Advance

- 10.1 Mobilization advance not exceeding 20% of the tendered value may be given in 2 or more installments, if requested by the contractor in writing within one month of the order to commence the work. In such a case, the contractor shall execute an unconditional and irrevocable Bank Guarantee/Bond from a Nationalized Bank or ICICI, IDBI, HDFC Bank as specified. Before any installment of advance is released, the contractor shall execute a Bank Guarantee Bond from Nationalized Bank or ICICI, IDBI, HDFC Bank for the amount equal to 110% of the amount of advance and valid for the contract period. This (Bank Guarantee from Nationalized Bank or ICICI, IDBI, HDFC Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery. The second and subsequent installments shall be released only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of Engineer in charge.
- 10.2 The mobilization advance shall bear simple interest at the rate of 10% (Ten Percent) per annum, and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such advance shall be made by deduction from the contractors bill commencing after first 10% of the gross value of the work is executed and paid on pro-rata basis to the gross value of the work beyond 10% in such a way that the entire advance is recovered by the time 80% of the gross value of the contract is executed and paid together with the interest due on the entire outstanding amount upto the date recovery of the installment or 80% of the stipulated contract period is over, whichever is earlier. If there remains any balance amount of Mobilization advance yet to be recovered on expiry of 80% of contract period the contractor shall deposit the amount in cash immediately failing which HPL may realize the balance amount by invoking the bank guarantee of contractor for which decision of the HPL shall be final and binding on all concerned.
- 10.3 The bank guarantee for mobilization advance shall be released progressively on recovery of the respective amount of Mobilization Advance.

11.0 ADDITIONAL MOBILIZATION ADVANCE

- 11.1 Additional Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the Contractor after release of mobilization advance as per clause No. 9.0 of SCC of tender documents. In such a case, the Contractor shall submit an unconditional and irrevocable Bank Guarantee of 110% of additional mobilization advance being given from a National Bank or ICICI/IDBI/HDFC/Axis Bank as specified by the Engineer-in-Charge, for the full value of advance before the release of payment of such advance to the Contractor.

11.2 Recovery of Additional Mobilization Advance

The Additional mobilization advance shall bear simple interest at the rate of 15% (fifteen percent) per annum, and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such advance shall be made by deduction from the contractor's bill as per the **Clause 9.2 of SCC** pertaining to recovery of mobilization advance.

12.0 PERFORMANCE GUARANTEE

- 12.1 Within 15 (Fifteen) days after signing of the agreement or within such extended time as may be granted by HPL in writing, the contractor shall submit an irrevocable and unconditional performance Bank guarantee in the form appended from any from any Nationalised Bank or ICICI, IDBI, HDFC & Axis Bank in India equivalent to 5% (Five percent) of the tendered amount, in addition to other deposits mentioned elsewhere in the contract for the proper performance of the contract agreement (notwithstanding and/ or without prejudice to any other provisions in the contract) within the contract period (including approved/ extended period of contract, and defect liability period as specified in the contract. In case the contractor fails to submit the Performance Guarantee of the requisite amount within the stipulated period, letter of Intent/ award will stand withdrawn and EMD of Contractor shall be forfeited.
- 12.2 In case the cost of the work exceeds the original tendered value/ contract value on account of extra items, deviations, additional works, etc. the Performance Guarantee equivalent to 5% of additional cost (over and above the tendered value/ contract value) shall be furnished by the contractor, failing which recovery @ 5% of such additional amount shall be made from the Running Account Bills including final bill of the contractor.
- 12.3 The Guarantee shall be in the form of demand draft from any from any Nationalised Bank or ICICI, IDBI, HDFC & Axis Bank in India drawn in favour of Hindustan Prefab Limited payable at New Delhi (in case Guarantee amount is less than Rs.100,000/- (Rupees One Lac). In case the Guarantee amount is Rs.100,000/- (Rupees One Lac) or more, the Bank Guarantee shall be given for the equivalent amount from any from any Nationalised Bank or ICICI, IDBI, HDFC & Axis Bank in India.
- 12.4 The Performance Guarantee shall be valid upto 60 (sixty) days after successfully handing over of the project. On expiry of 60 days after successfully handing over of the project as certified by the Engineer in charge, the Bank Guarantee will be returned to the contractor without any interest.
- 12.5 In case the contractor fails to extend the validity of Bank Guarantee beyond the validity date the Engineer-in-charge shall invoke the Bank Guarantee and claim full amount stipulated therein from the issuing Bank.
- 12.6 The Bank Guarantee shall also be invoked in case the contractor fails to pay HPL any amount due either as agreed by him (Contractor) or determined under any of the claims/ conditions of the agreement within 30 days of the service of notice to the effect by Engineer-in-charge.

- 12.7 In the event of the contract being determined or rescinded under provision of any of the clause/ condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of HPL.

13.0 Defect Liability Period:

The Defect Liability Period will be 12 months after successful handing over of the project to the client. The contractor shall be fully responsible for the quality, workmanship and structural safety of the work executed by him. The contractor shall be fully responsible for liability of defects in the work executed by him for a period of one year from the date of successful handing over of the work to **Client** on rectifying the list of defects/ deficiencies observed by HPL/ **Client** before taking over. The defect liability period shall start from the date the project is handed over to **Client**. All defects observed during the defect liability period shall be rectified by the contractor at his own cost and expenses. The Contractor will be responsible to maintain the newly executed works free of cost for a period of one year from the date of handing over of the building to the client i.e **Client**. Any major and minor repair will be done by the contractor free of cost for one year after handing over the work. 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 Defect- liability period contractor has to rectify the defects properly under the supervision of an Engineer for which nothing extra would be payable to the contractor.

14.0 Security Deposit/Retention Money:

The security deposit or the retention money shall be deducted from each running account bill of the contractor @ 5% (Five percent only) of the gross value of each Running Account Bill. The earnest money deposited by the tenderer in the form of DD only will be treated as part of the Security Deposit.

If the amount of Security Deposit deduction in cash is more than Rs. 10.00 Lakh (Rupees ten lakh only), the excess amount can be refunded to contractor against submission of Bank Guarantee of equivalent amount of scheduled bank in the prescribed proforma of HPL.

14.1 RELEASE OF SECURITY DEPOSIT:

- a) 50% of total amount of Security deposit will be released after one year of successful handing over of project.
- b) The rest 50% of total amount of security deposit after completion of defect liability period i.e. after two years of successful handing over of project.

While claiming the refund of security deposit (balance 50%), the contractor, shall submit the following:

- i) Clearance certificate from labour department.
- ii) Certificate from the client to the effect that all the defects have been rectified to their (client) satisfaction and nothing is pending as such.

- iii) An Indemnity Bond on Judicial Stamp paper of appropriate value indemnifying HPL against any possible demand raised against the company on account of taxes, duties, cess, royalty, trade mark, fees, fines, penalties, demand raised by statutory bodies including court cases and arbitration etc.
 - iv) Certificate of No claim/ Final Claim, duly notarized on a non judicial Stamp paper of Rs. 200/-, as per prescribed format of HPL.
15. The payment to the contractor shall be made from the registered office of HPL at Jangpura, New Delhi and cheques will be issued and payable at Delhi/New Delhi. The contractor shall not claim anything extra on this account.
 16. The Contractor should be registered under VAT for works in the Jharkhand and submit a copy of registration along with tender. The said VAT shall be deducted as per laws at source as applicable. The contractor shall submit the bills as required under VAT.
 17. 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.
 18. 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.
 19. The contractor has to control noise and air pollution at site as per norms of pollution control board of the Jharkhand State.
 20. The contractor will be responsible to get register himself under labour cess in “Jharkhand Buildings and other construction workers” welfare board.
 21. The contractor should be registered under Service Tax for works in the state of Jharkhand and submit a copy of registration.
 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. Taking approval of drawing from Central / State / Local Bodies (if required) for the execution of work shall be Contractor’s responsibilities.
 24. Time of completion of work is **07 months** which is reckoned from date of **the 15th day after issue of letter of award.**
 25. The Rates shall be fixed, firm & final during the entire period of contract including the maintenance period. No increase in rates shall be allowed on any account whatsoever.
 26. The contractor shall submit indemnity bond(on non-judicial stamp papers) duly notarized indemnifying the employer/HPL against liability / demand for taxes, duties, Cess, penalties, interests, against all actions , legal proceedings, royalty, patents, trade mark, non-observance of laws, payment of workers , employees, sub-contractors and compliances with labour laws, contributions.
 27. The agency should have his own plant and machinery to execute the work as mentioned in Technical Bid. Purchase invoice of machine is to be submitted in support. Otherwise he

should certify that he would be able to manage the set up of manufacturing unit and. In the support he should submit the documents giving financial statement of the company from whom he is going to hiring the equipments. The all documents should be submitted along with CA's certificate.

28. 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.
29. The rates quoted by the Contractor shall be inclusive of all taxes such as Octroi, VAT , Service Tax, excise etc. nothing extra shall be payable on account of any type of tax.
30. 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.
31. **Electrical License**
The agency shall employ employee licensed supervisors and skilled workers having valid permits as per the regulations of Indian Electricity Rules and local Electrical Inspectors requirements.
32. Payment shall be made to the Contractor after receiving payment from the Client.
33. The contractor has to quote his cost on plinth area basis. The payment to be made shall be on the plinth area jointly measured and recorded. The plinth area will be calculated as per the CPWD norms.
34. Firefighting equipments has to be provided by the contractor as per building codes.
35. **Payment Schedule**

S.No	Description	Individual	Cumulative
1	Completion up to plinth.	10%	10%
2	On receipt of precast components complete at site after quality certification by third party (Approved by HPL)	20%	30%
3	On completion of structure upto 4 th floor including erection of all precast/prefab components in accordance with the joinery drawings	30%	60%
4	Completion of electrical, internal water supply, plumbing, sanitary & drainage, flooring, door & windows, external & internal painting work	10%	70%
5	Completion of firefighting, plinth protection & other services to make the unit functional	20%	90%
6	After getting completion certificate from local authorities & handing over to the client/beneficiaries	05%	95%
7	After two months of successfully handing over.	05%	100%

****Note:** The agency will produce the running bills along with tax invoices accordingly.

36. The contractor shall be responsible for obtaining Completion Certificate and Occupancy Certificate from the local body / bodies. The contractor shall hand over the site within 3 days of Completion of the project. The project shall be deemed to have been completed in relation to contractor only when these certificates are obtained from the local body/ bodies and handed over to the Owner. The contractor shall send completion report along with

above certificates as well as built drawings and maintenance schedules to the office of the HPL / Owner within 15 days from completion of work.

37. The contractor will have to make their own arrangements of water supply, electricity & filling up to formation level shall be done by contractors. Nothing will be paid to contractor for this account.

Technical specification should be considered as a part of S.C.C.

38. The tenderer should visit the site and acquaint themselves about site conditions, requirement of filling.
39. The contractor should take all precautionary measures to safeguard safety measures against any accidents for the contractor's employees, labour, general public and supervisory staff of HPL by providing all necessary safety equipments, helmets etc. at work site.
40. The Contractor shall provide furnished site office consisting having area not less than 30 Sq. mtrs a computer with scanner cum printer for HPL Staff. Site offices shall be maintained till the defect liability period.
41. The contractor shall make all the arrangements for ground breaking Ceremony/inaugural function etc for the projects as required and the cost towards it is deemed to be included in his rates/offer. Any expenditure already incurred/to be incurred by HPL shall be recovered from the contractor.
42. The contractor shall not stake any claim in case the HPL / Owner decides for foreclosure of the work at any of the stages subsequent to start of work in respect of the services based on the agreement.

43. TAXES AND DUTIES

- 43.1 The contractor shall be responsible for the payment, wherever payable, at his own cost of all taxes such as excise duty, custom duty, sales tax/ turn over tax/ WCT/ VAT, including the purchase tax, consignment tax, service tax or any other similar tax in the state concerned, toll tax, octroi charges, royalty cess, Building & Other Construction Workers' Welfare Cess, levy and other tax(es) or duty(ies) which may be specified by local/ state/ central government from time to time on all materials, articles which may be used for this work. The rates quoted by him in the tender in bill of quantities shall be inclusive of all such taxes, duties etc. The imposition of any new and/or increase in the aforesaid taxes, duties, levies (including fresh imposition of Work Contract Tax, Turnover Tax, Sales Tax on Work Contract, VAT, Building & Other Construction Workers welfare cess, service tax or any other similar Tax) etc. during the currency of the contract shall be borne by contractor and shall not be paid or reimbursed to the contractor by HPL. In the event of non-payment/default in payment of any octroi, royalty cess, turnover tax, sales tax/ WCT/ VAT, including the purchase tax, consignment tax, Building & Other Construction workers welfare cess, service tax or any other similar tax in the state concerned, customs, excise or any other levy/ tax including labour dues etc, by contractor/supplier, HPL reserves the right to with-hold the dues/payments of contractor and make payment to local/state/ central Government authorities or to labourers as may be applicable. The contractor should submit along with

the tender Registration Certificate with Sales Tax on Works contract/VAT authorities etc. Otherwise appropriate recoveries shall be made from his bills.

- 43.2 The rate quoted by the contractor shall be deemed to be inclusive of Sales Tax, Turnover Tax on Works Contract/ VAT or any similar tax as per the Sales Tax Act/ VAT Act applicable in the State and it shall not be reimbursed by HPL. Tax deductions at source shall be made as per laws prevalent in the State.
- 43.3 The stamp duty and registration charges if any, on the Contract Agreement levied by the Govt. or any other Statutory Body shall be borne by the Contractor.
- 43.4 It will be incumbent upon the contractor to obtain a registration certificate as a dealer under the Local Sales Tax Act/ VAT Act and the Central Sales Tax Act and necessary evidence to this effect shall be furnished by the contractors to HPL. Sales tax on the transactions between the contractor and his sub-contractor/ vendors etc. shall not be reimbursed by HPL. The contractor shall be responsible for any taxes that may be levied hereunder on the transaction between contractor and HPL.
- 43.5 The bidder shall quote the rates inclusive of all taxes as applicable in the state like, Sales Tax, Work Contract Tax, VAT on works contract , Forest Royalty, Labour Cess etc. and all other as applicable including service tax in the event of non-payment/ default in payment of any octroi, royalty, cess, turnover tax, sales tax including the purchase tax, consignment tax or any labour dues and EPF etc, by contractor, the HPL reserves the right to withhold the dues/payments of contractor and make payment to local/state/central government authorities or to labours as may be applicable.

43.6 **VALUE ADDED TAX (VAT)**

The consideration agreed for the execution of said contract shall include the tax, duties, cess etc. such as excise duty, service tax, VAT which is leviable or may be levied in future under, any State Law or the Central Law on execution of said contract, such taxes shall be borne by the contractor and shall not be reimbursed by HPL. Further if dues of any variance in such tax, duties, cess etc., if there is any increase in the taxes, the same shall also be borne by the contractor where under any of the State or Central Law, there is requirement of deduction of tax at source, the same shall be deducted from the amount paid or payable to the contractor pursuant to this contract and shall be deposited to the Government/ Authorities by HPL. HPL shall issue the documents/ forms/ certificates as prescribed under the relevant law, in respect of the amount so deducted from the amount paid or payable to the contractor. HPL shall have full rights to withhold the amount payable to the contractor in pursuant of this contract if contractor does not fulfill his obligations under any State or Central Law relating to execution of said contract. In case the amount has already been paid, HPL has the right to recover such payment from the Contractor.:

44. Settlement of Disputes through Arbitration

Clause 25 of the standard Form No. CPWD 7 and 8 and other relevant clauses in Form No. CPWD 9, 11, 11 A and 12, provides for appointment of an Arbitrator in case of questions and disputes relating to certain matters, specified therein arising at any stage, whatever, between the parties to the contract. It is the term of this

clause that the arbitration shall be conducted in accordance with the provision of Arbitrations & Conciliations Act 1996 (26 of 1996).

Settlement of Dispute through Dispute Redressal Committee (DRC)

In 2011, to redress the disputes with the contractor in accepting any decision of a competent authority on any matter relating to a contract, in all contract agreements there is mechanism of Standing Committee, convened by the Additional Director General, for each Zone in the Region. The Chief Engineer shall refer the matter to the Committee for adjudication. The contractor shall only be entitled to invoke the arbitration clause 25 after exhausting the remedy available under the Dispute Redressal Committee and/or in accordance with the conditions of the contract clauses.

Appointment of Arbitrator

The contractor gives a list of all disputes to the CE. Except the action taken under clause 2 for levy of compensation for delay in execution of work and other clauses where exceptions have been provided, all the disputes are referred to the arbitrator. The Government of India have appointed a panel of Arbitrators in the Ministry whose offices are located in New Delhi, Mumbai & Kolkata. Generally, the disputes are referred to the Sole Arbitrator out of one of them. The CE appoints an arbitrator within 30 days from the receipt of such request for appointment of arbitrator in standard format within 120 days of the intimation to the contractor about preparation of final bill or within 30 days of rejection of his claims by the Chief Engineer as contained in Section 11 of Arbitration Act, 1996. If the CE fails to do so, then, the appointment can be made, upon the request of the party, by the Court. The contractor cannot have recourse to Court of Law for Redressal of his grievances unless he has exhausted the channel of arbitrator.

Award with Reasons

The sole Arbitrator gives separate award against each claim and in all cases if the total amount of all claims in dispute is Rs. 1 lac and above, the Arbitrator has to give reasons for the award.

The authority of the appointed Arbitrator does not become revocable except with the order of the Court. The sole Arbitrator shall adjudicate the matter within 4 months. However this period is extendable with the consent of both the parties.

Limitation Time for Appeal

The application for correction of award under Section 33 is required to be made within period of one month from the receipt of award. The application for setting aside the award is to be made within 3 months. Further, if however, the court is satisfied it can condone the delay of 30 days but not thereafter. Under Act of 1940, the award was only enforceable by the leave of the court and after making a decree. But in the Act of 1996, the Arbitrator's award is

deemed to be a decree of Court after a period of 3 months has elapsed and no application can be made for challenging the arbitration award. Techno Legal Cell headed by Superintending Engineer, attached with the CE (CSQ), handles all Arbitration cases and related matters, where the claim amount exceeds Rs. 30 (excluding interest) lakh. The SE (TLC) at HQ looks after the cases of New Delhi & Delhi regions. The cases of other regions are looked after by SE (TLQA) of concerned region.

The powers for acceptance or challenging arbitration award to officers are given below:

CE	-Award amount i/c interest	-15 Lacs
ADG	-do	-45Lacs
DG(W)	-do	- Full powers

Vetting of CSF /SF

TLC units scrutinize the CSF/SF for the cases where claim amount exceeds Rs.30 lakhs (excluding interest) and render necessary advice to the Executive Engineer/Superintending Engineer regarding defence of the case. Section 35 of CPWD Works manual deals the matter in detail.

Notice for appointment of Arbitrator

To

CMD

Dear Sir,

In terms of clause --- of Special Condition of Contract (SCC), I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Contract amount in the work
6. Date of contract
7. Stipulated date of initiation of work
8. Stipulated date of completion of work
9. Actual date of completion of work (if completed)
10. Total number of claims made
11. Total amount claimed
12. Date of submission of final bill (if work is completed)
13. Date of payment of final bill (if work is completed)
14. Amount of final bill (if work is completed)
15. Date of request made to DGM for decision
16. Date of receipt of DGM decision
17. Date of appeal to you
18. Date of receipt of your decision.

Specimen signatures of the applicant
(only the person/authority who signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims.
- 2.
- 3.
- 4.

Yours faithfully,

(Signatures)

Copy in duplicate to:

1. The Engineer-in-charges

PROFORMA FOR BANK GUARANTEE IN LIEU OF EARNEST MONEY

(On Non-Judicial Stamp Paper to be stamped in accordance with stamp act, the stamp paper to be in the name of Executing Bank)

Ref. :

Date :

Bank Guarantee No.

To,

Hindustan Prefab Limited,
Jangpura,
New Delhi : 110 014.

Dear Sirs,

In consideration of Hindustan Prefab Limited having its Head Office at Jangpura, New Delhi : 110 014 (hereinafter called the "Employer" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting Tender No.....
M/s
having its Registered /Head Office at
(hereinafter called the "Tenderer" who wishes to participate in the said tender for and you, have agreed to accept an irrevocable and unconditional Bank Bid Guarantee for and amount of Rs..... valid up to on behalf of the tenderer in lieu of cash Deposit required to be made by the tenderer, as a condition precedent for participation in said tender.

We, the Bank incorporated under law and having one of our branches at and having our Registered office/ Head office at do hereby unconditionally and irrevocable guarantee and undertake to pay to the "Employer" immediately on demand without any demur reservation, protest, contest, and recourse to be extent of the said sum of Rs..... (Rs.....only).

Any such claim/ demand made by the said "Employer" on us shall be conclusive and binding on us irrespective of any dispute or difference raised by the tenderer. This guarantee shall be irrevocable and shall remain valid up to If any further extension of this guarantee is required, the same shall be granted to such required period on receiving instructions from M/s on whose behalf this guarantee is issued.

We the said Bank undertake not to revoke this guarantee during its currency except with the previous consent of the employer in writing and agree that any change in the constitution of the said tenderer or the said Bank shall not discharge our liability hereunder. In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this day of 2006 at.....

WITNESS :

1. (SIGNATURE) (SIGNATURE)

(NAME)..... (NAME).....

(Designation with Bank Stamp).....

(OFFICIAL ADDRESS)

ATTORNEY AS PER
POWER OF ATTORNEY NO.....

..... DATE

2. (SIGNATURE)

(NAME)

(OFFICIAL ADDRESS)

.....
.....

NOTE :

- 1. The stamp papers of appropriate value shall be purchased in the name of "Issuing Bank". The Guarantee shall be valid up to 90 days from the date of opening of Financial Bid..

SCOPE OF WORK

Construction of one demonstration block (G+3) comprising of 16 dwelling units (Four unit per floor) using precast RCC technology with internal water supply, sanitary, electrification works, 08 overhead tanks of capacity 1000 liters each at roof top, external and internal painting, connection of water line, sewerage line, rain water harvesting and electric line with existing system and making the unit functional/habitable at Belgaria, Jharia, Dhanbad (Jharkhand). Agency shall be responsible for executing all the items required for completing the houses in all respect to make the dwelling units habitable and ready for occupation and also all services, make the environment fit for habitation with electrical works complete as per direction of Engineer-in-charge. However, the scope of work shall include but not limited to as under:

(i) The above scope of work includes cost of all materials, manpower, equipments, T&P fixtures, accessories, royalties, taxes, watch & ward, and all other essential elements for completion of work.

(ii) Vetting of Design & drawings

The design of the structure for structural and functional requirement shall be done for combined effect of applicable dead load, imposed load, earthquake forces, wind loads and other loads as per applicable Indian Standards and National Building Code of India and actual site conditions. It would be the responsibility of bidder to get the Design and Drawings of structure vetted by any of the following institutes:

- a) CBRI, Roorkee
- b) SERC, Chennai
- c) Any IIT's
- d) Any NIT's
- e) Any reputed National/International technical institutions.

(iii) Connections:

Jointing of the panels shall be ensured in such a way to make it safe from vertical load, lateral loads and impact loads. Jointing shall be sealed properly.

(iv) DESIGN DATA :

The Agency is required to design & prepare the structural working drawings for the houses as per the Architectural drawings enclosed herewith. The design shall be complied with all standard codal provisions and norms. The design shall be based on the following parameters & latest version of IS Codes shall be referred to;

- a) The bearing capacity of soil & other geotechnical parameters are to be collected from site for designing purpose.
- b) Dead load is to as per the actual load of Panel and other material used based on IS-875 Part-I & imposed load as per dwelling houses category of residential buildings as per IS 875 Part-II

- c) Wind speed as per IS : 875 Part-III
- d) Earth quake force as per IS 1893
- e) Special loads and load combinations as per IS 875 Part-V
- f) Plinth level of Building is to be minimum + 450 mm from adjacent road level
- g) Height of Floor: - From Finished Floor level (FFL) to roof ceiling level= +3000mm at all floor.
- h) Type of structure: G+3 Structure above plinth level

Provisions for the Block;

AT GF: - 4 Houses

AT FF: - 4 Houses

AT SF: - 4 Houses

AT TF: - 4 Houses

Terrace level: - Space for keeping OH Tanks

Common Stair case for all floors & Roof.

- (v) Planning, designing and execution of internal sanitary, water supply, drainage system, overhead water tank, rain water harvesting including all its fittings, fixtures, testing etc.
- (vi) In case if casting yard is set up at site for precast components, the casting yard should be equipped with testing of all the ingredient used in manufacturing of precast element as relevant IS code/NBC/American Standard/Latest British Standard. The casting yard lab shall also be equipped for conducting all tests such as flexural strength, axial load test, shear test, deflection test etc as per provision of IS Code/NBC. Wherever any other code such as American Standard/Latest British Standard have been referred for design/construction, the testing will be governed by that standard.
- (vii) The project being a turnkey project it is responsibility of the tenderer for providing the drawings/designs as per the byelaws/codes. In case it is found that the drawings are deficient with respect to the codal/byelaws requirement, the same would be made good revising the drawing and therefore, there is no question of any extra payment on this account.

**** Note: The scope as described above is only indicative and not exhaustive. In additions to the above the contractor shall be responsible for executing all the items required for completing the houses in all respect to make the dwelling units habitable and ready for occupation and also all services, make the environment fit for habitation with electrical & sanitary works complete as per direction of Engineer-in-charge.**

TECHNICAL SPECIFICATIONS

S.NO.	ITEMS OF WORK	SPECIFICATIONS
1.	FOUNDATION & PLINTH :	As per the design & drawings vetted by reputed govt. engineering institutes i.e. IIT's, NIT's, CBRI Roorkee, SERC Chennai and Any reputed National/International technical institutions.
1.1	Damp Proof Course	DPC shall be 40 mm thick of CC 1:2:4 for all with bitumen coating of 1.7 kg/sqm according to CPWD Specifications 2002 having the projection of 25mm on outer walls. However, if plinth beam has been provided, DPC will not be required.
1.3	Plinth Filling : if required a) Sand filling : b) Concrete under floor :	Fine Sand 100mm 75mm layer of CC 1:5:10 with stone aggregate with fine sand.
1.4	Brick work in foundation & plinth :	As per the design & drawings vetted by reputed govt. engineering institutes i.e. IIT's, NIT's, CBRI Roorkee, SERC Chennai and Any reputed National/International technical institutions.
2. SUPER STRUCTURAL BRICK WORK :		
2.1	Masonry work in superstructure :	If necessary wherever provided, all brick work in superstructure shall be with coarse sand in cement mortar 1:6 subject to structural design and with Fly-ash cement/lime bricks of class designation 75/AAC Block/CLC Block as per I.S. Code. Masonry wall of thickness less than 15cm will be with cement mortar 1:4 (1 cement: 4 coarse sand).
3. RCC WORK :		
3.1	RCC in Column, beams & slabs all precast:	As per the design & drawings vetted by reputed govt. engineering institutes i.e. IIT's, NIT's, CBRI Roorkee, SERC Chennai and Any reputed National/International technical institutions.
3.2	Railing in staircase & balcony	As per the design & drawings vetted by reputed govt. engineering institutes i.e. IIT's, NIT's, CBRI Roorkee, SERC Chennai and Any reputed National/International technical institutions.
3.3	Minimum Thickness of slab	100 mm or As per the design & drawings vetted by reputed govt. engineering institutes i.e. IIT's, NIT's, CBRI Roorkee, SERC Chennai and Any reputed National/International technical

		institutions.
3.4	Minimum Thickness of wall	100 mm or As per the design & drawings vetted by reputed govt. engineering institutes i.e. IIT's, NIT's, CBRI Roorkee, SERC Chennai and Any reputed National/International technical institutions.
4. WOOD WORK :		
4.1	Door shutters	All doors 35mm thick IS marked flush door shutters non-decorative type, core of block board construction with frame of 1st class hard wood and well matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters. FRP or suitable shutters for bathroom and WC.
4.2	Door fittings :	(i) IS marked oxidised M.S. fittings eg. Tower bolts, handles, door stopper, sliding door bolts etc.
5. STEEL WORK :		
5.1	Door frame :	Iron frames/pressed steel/precast RCC frame shall be suitable for 35 mm shutter provided.
5.2	Windows :	Steel window with all accessories.
5.3	Windows fittings :	Oxidised M.S. fittings for all houses and with glazing as per CPWD Specifications 1996 Vol. I to VI with upto date correction slips.
6. FLOORING :		
6.1	Flooring :	40mm thick cement concrete flooring in 1:2:4. In staircase CC Flooring will be provided with angle iron nosing.
6.2	Skirting :	Skirting to match the floor finish 100mm high.
7. ROOFING :		
7.1	Roof Treatment :	Water Proofing Treatment with proper slope towards rain water pipe.
7.3	Rain Water Pipes :	Unplasticised – rigid PVC rain water pipes.
8. FINISHING :		
8.1	Plastering on walls (internal) :	12/15 mm cement plaster 1:6 for all houses where brick masonry provided. Plastering will not be insisted on precast members.
8.2	Dado :	White glazed tile dado upto 600mm in WC, 1500mm high in bath and 600mm high above working platform in kitchen shall be provided.
8.3	Kitchen Platform Top :	25mm Kota stone slab or similar with maximum two pieces over working shelves.
8.4	Finishing bottom of RCC slab :	6mm rendering in CM on cast-in-situ members.
8.5	Internal finish on walls :	Plastic Emulsion Paint for all houses (three or more coats) including base coat.
8.6	External finish on walls :	Acrylic smooth exterior finish.
8.7	Primer :	As per CPWD Specification for wood work and steel work.
8.8	Painting on wood work & steel work :	Synthetic enamel paint.

8.9	Waviness/undulation	If precast panels are used for walls, the maximum waviness/undulation on wall surface should not be more than 5mm over 5m length.
9.MISCELLANEOUS :		
9.1	Plinth Protection :	50mm CC 1:3:6 over 75mm bed of dry brick aggregates with brick edging laid lengthwise to half brick depth (minimum 600 mm in width)
10. INTERNAL SANITARY WATER SUPPLY INSTALLATIONS :		
10.1	W.C. Pan	One number white vitreous china, 580x440mm Orissa pattern pan at +150mm level with 5 liter low level PVC flushing cistern of approved quality.
10.2	Wash Basin & Steel Sink	White vitreous china wash basin of size 550x400 mm and Steel sink of size 610x510 mm of approved quality.
10.2	Soil & waste pipes	PVC Pipe.
10.3	Manhole	Brick masonry with brick of class designation 75 size 90x80x45cm with SFRC light duty cover.
10.4	Painting of G.I. Pipes / SCI Pipes : a) Concealed b) Exposed	Anticorrosive bitumastic paints. Synthetic enamel paint.
10.5	Fittings :	IS marked brass bib cocks and stop cocks – 15/20mm
10.6	Overhead Tank	08 Nos. HDPE water storage tank of 1000 litre capacity is to be provided.
10.7	Requirement of water per person	225 lt/day.
11.0	Electrification & Electrical Fittings	
11.1	Light Point Schedule	The total No. of point schedule (i.e. no. of lights/fans/power point) in each unit for typical floor of shall be as enclosed herewith:

INVENTORY OF INTERNAL ELETRIFICATION OF HOUSES		
Sr. No.	Description	Category
1.	Light Points	12
2.	Light Plug Points	5
3.	Power Plug Points	4
4.	Fan Points	3
5.	Call Bell Points	1
6.	Exhaust Fan Point	2
7.	Call Bell	1
8.	Staircase Light Point	No. of floor + 1
9.	Telephone Outlet	1
10.	T.V. Outlet	1
11.	M.C.B.D.B. Prewired	2 + 8 way- 1 No.
12.	No. of M.C.Bs	1 No. SP & N 32 Amps. 6 Nos. SP MCB 6/16 Amps. Spare/Blanking Plates- 2Nos.
13.	Light Point Wiring (Copper)	1.5 sq. mm
14.	Sub- Main Wiring (Copper)	3 * 6 sq. mm i/c. insulated earth wire.
15.	5 Amp/15Amp/16 Amp Plug Wiring (Copper)	3 * 4 sq. mm i/c. insulated earth wire.
16.	Circuit Wiring (Copper)	3 * 1.5 sq. mm i/c. insulated earth wire.
17.	Telephone Wiring	2 Core 0.61 mm dia tinned copper conductor.
18.	T.V. Outlet Wiring	75mm Ohm * Coaxial (Copper)
19	MDB	Can be common for group of houses and common area lighting but there shall be independent 32 Amps. SP & N MCB for houses / common services.

****Note:** The specification given in tender documents are minimum specification. There is no reservation if the agency provide specification superior to specification given in tender documents.

G.C.C. 2014 (CPWD)

Form 7/8 (Edition 2014 with up to date corrections and amendments)