

**HINDUSTAN PREFAB LIMITED**  
(A GOVT. OF INDIA ENTERPRISE)  
JANGPURA, NEW DELHI-110014



**NAME OF WORK:-** Repair & Comprehensive Maintenance of various installations including Equipments/Accessories of Electrical, AC/ HVAC, Sub-station (Transformers & HT/LT panels), DG sets, STP, Water Supply PUMPS, Water treatment Plant, Tube Wells, Street lights (Electrical & Solar), Hot water Boiler & Solar water heating system, Signages, nurse call bell system, lifts, ETP, Fuel handling system, refrigerators, Kitchen & Canteen equipments, Fire Fighting & Fire Alarm & other Misc fittings installed in 100 Bedded ESIC Hospital & staff quarters at Baddi (HP).

**NIT No. : HPL/DGM(C)/TC/ /BADDI/2018-19/13 Dt : 09-05-2018**

**ESTIMATED COST : RS. 24.66 Lakhs**

**Issued to M/s \_\_\_\_\_**

**HINDUSTAN PREFAB LIMITED**  
**JANGPURA, NEW DELHI- 110014**

**NOTICE INVITING E-TENDER**

**NIT No. : HPL/DGM(C)/TC/BADDI/2018-19/13    Dt : 09-05-2018**

- 1. Sealed E-tenders** are invited on lump sum per month basis on behalf of ESIC from firms/contractors of repute in Two Bid System (earnest money with Tender cost, Technical Bid & Financial Bid) in separate envelopes for the following work.

Tendering Document No.	<b>HPL/DGM(C)/TC/ /BADDI/2018-19/13    Dt : 09-05-2018</b>
Name of the Work	Repair & Comprehensive Maintenance of various installations including Equipments/Accessories of Electrical, AC/HVAC, Sub-station (Transformers & HT/LT panels), DG sets, STP, Water Supply PUMPS, Water treatment Plant, Tube Wells, Street lights (Electrical & Solar), Hot water Boiler & Solar water heating system, Signages, nurse call bell system, lifts, ETP, Fuel handling system, refrigerators, Kitchen & Canteen equipments, Fire Fighting & Fire Alarm & other Misc fittings installed in 100 Bedded ESIC Hospital & staff quarters at Baddi (HP).
Estimated Cost	Rs. 24.66 Lakhs
Period of Completion	06 Months
Earnest Money Deposit	Rs 49,400.00
Non-refundable cost of Tender document	Rs. 2000 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.1455/- through e-payment gateway to ITI Ltd.
Last date & time of submission of online tender	<b>Up to 17-05-2018 by 3.00 PM</b>
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.	<b>Before and up to 3.00 PM on 17-05-2018</b> at Hindustan Prefab Limited, Jangpura, New Delhi-110014
Date & Time of Opening of technical tender	<b>17-05-2018 at 3.30 PM</b>
Validity of offer	180 days from the date of opening of price tender
Opening of price bid	To be intimated later on

The Component wise details are as follows:-

S.No	Component No	Particulars	Estimated Cost (Rs In Lacs)
1	Component – 1 ( Main)	Electrical , Sub-station (Transformers & HT/LT panels), DG sets, STP, Water Supply pumps, Water treatment Plant, Tube Wells, Street lights (Electrical & Solar), Hot water Boiler & Solar water heating system, Signages, nurse call bell system, refrigerators, Kitchen & Canteen equipments, fire fighting & Fire alarm etc.	14,83,200.00
2	Component – 2	HVAC/AC works	8,34,300.00
3	Component – 3	Lift work	1,48,320.00
		<b>Total =</b>	<b>24,65,820.00</b>

The tender document can be downloaded from website [www.tenderwizard.com/HPL](http://www.tenderwizard.com/HPL) and [www.eprocure.gov.in](http://www.eprocure.gov.in). **“Any Corrigendum/addendum, if any, would appear only on the HPL website and not to be published in any News paper”.**

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

3.0 **Those intending tenderers/contractors not registered on the website i.e. [www.tenderwizard.com/HPL](http://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](http://www.tenderwizard.com/HPL).**

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

5.0 The Tender Document as uploaded can be viewed and downloaded free of cost by anyone including intending tenderer. But the tender can be submitted only after uploading the mandatory scanned documents such as (a) Demand Draft towards cost of tender document, (b) proof of deposit of e-Tender Processing Fee, (c) Demand Draft of any Nationalized or all Commercial Scheduled 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:-

- Notice Inviting e-Tender
- Special Conditions of contract
- General Condition of Contract
- Acceptance of Tender Conditions
- Integrity Pact
- Corrigendum, if any

7.0 If any problem related to online filling, please contact help desk no. 011-49424365.

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

- 9.0 E-tendering processing fees are seen on HPL website.
- 10.0 Joint ventures are not accepted.
- 11.0 HPL reserves the right to accept any or reject all the tenders and split up the work among more than one parties without assigning any reasons thereof. HPL reserve the right to terminate the work in between by giving one month notice without any financial liability
- 12.0 The tenderers are required to quote strictly as per terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.
- 13.0 After submission of the tender the tenderer can re-submit revised tender any number of times but before last time and date of submission of tender as notified
- 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 to upload scanned copies of all the documents including valid GST registration/EPF registration 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](mailto:tendercellhpl@gmail.com) to seek clarifications latest by 16-05-2018 to the office of DGM(C)-TC at Hindustan Prefab Limited, Jangpura, New Delhi: 110 014. The tenderers are requested to submit their technical and commercial queries separately so that those could be replied suitably.

## **ELIGIBILITY CRITERIA**

### **1.0 INITIAL CRITERIA FOR ELIGIBILITY FOR TECHNICAL BID**

#### **1.1 Initial eligibility for the component 1 only:-**

The applicant should have experience of having successfully completion of works during the last seven years ending last day of the month previous to the one in which applications are invited:

- (A) (i) Three similar completed works costing each not less than the amount equal to 40% of estimated cost put to the tender (component - 1 )

OR

Two similar completed works, each of value not less than 60% of the estimated cost put to tender (component - 1 )

OR

One similar completed work of value not less than 80% of the estimated cost put to tender (component - 1 )

- (ii) Similar work shall mean works of Repair & Comprehensive Maintenance work of electrical, substation, DG sets etc.

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

**(B) Initial eligibility for the component 2 & 3 ( HVAC/AC & Lifts).**

The applicant should have experience of having successfully completed works during the last seven years ending last day of the month previous to the one in which applications are invited:

- (i) Three similar completed works costing each not less than the amount equal to 40% of estimated cost of component 2 & 3 put to tender,

OR

Two similar completed works, each of value not less than 60% of the estimated cost of component 2 & 3 put to tender.

OR

One similar completed work of value not less than 80% of the estimated cost of component 2 & 3 put to tender.

For component- 2, similar works shall mean Repair & Comprehensive Maintenance works of HVAC/AC.

For component- 3, similar works shall mean Repair & Comprehensive Maintenance works of Lifts / Elevators.

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

Note.1:- The composite tenderer should be eligible for the components 2 & 3 separately as mentioned above.

Note.2:- The main tenderer should be eligible for component 1 as prescribed and he may enter into an association with other associates for component 2 & 3. The other associates should be eligible as prescribed in Para 1.1(B) for their components respectively. The main tenderer should have valid Electrical Contractor License in their own firm name for Electrical installation works.

Note 3:- The initial eligibility of composite tenderer and the main tenderer shall further be determined as prescribed in Para 1.2 to 1.5 with respect to total estimated cost of the project put to tender.

- 1.2 The applicant should have average annual financial turnover on execution of works minimum of 50% of total estimated cost put to tender during the last three years 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 applicant should not have incurred any loss in more than two years during the last five years ending March' 2017 which should be duly certified by the Chartered Accountant.
- 1.4 The applicant should have a solvency of 40% of estimated cost certified by his Bankers. The solvency certificate should not be more than 6 months old.
- 1.5 The applicant should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The applicant should submit a list of these employees stating clearly how these would be involved in this work.
- 1.6 The agency should have experience for providing Repair & Comprehensive Maintenance Services in reputed organization preferably a hospital of 100 Beds for at least three years.
- 1.7 The agency should have and furnish attested copies of following documents.

**i) Registration Certificate under :**

- a) Contract labour (R&A) Act, 1970.
- b) ESI, EPF, GST Registration Certificates

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

Note: (a) In case Completion Certificate issued by Private Organization should be supported by TDS certificate.

- (b) The bidder should have valid GST Registration No. and the copy of the same shall be submitted with the tender.

**2.0 FINANCIAL INFORMATION**

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

**3.0 EXPERIENCE IN WORKS HIGHLIGHTING EXPERIENCE IN SIMILAR WORKS**

- 3.1 Applicant 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")

- 3.2 Structure & Organization (in Form "F")

**4.0 ORGANISATION INFORMATION**

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

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

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

- 6.0 List of Mandatory Documents to be scanned and uploaded within the period of tender submission.
- i. Demand Draft of any Nationalized or approved scheduled Bank against EMD
  - ii. Demand Draft of any Scheduled Bank towards cost of Bid Document.
  - iii. Copies of certificates of similar work experience and documents pertaining to Eligibility criteria/NIT.
  - iv. Copies of Valid EPF, ESIC, GST Registration Certificates & PAN No.
  - v. Letter of Acceptance of tender condition unconditional as per tender documents Annexure -I of this NIT.
  - vi. Solvency Certificate.
  - vii. Power of Attorney of the person having Digital Signature for signing/Submitting the bid.
  - viii. Form A to H.
  - ix. Undertaking on a Non-judicial stamp paper of ₹ 100/- as per Special Condition of Contract S.No. 27.
- 7.0 All the uploaded documents including other documents as per NIT should be submitted in hard copy as per time and date mentioned in the NIT.
- 8.0 Price bid will be submitted online only, do not submit hard copy of price bid.

## **INTEGRITY PACT**

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

## **INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this ..... day of .....2018.

### **BETWEEN**

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

### **AND**

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

### **Preamble**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NIT No. \_\_\_\_\_ 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)/Contractor(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 **ESIC**.

#### **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 intentions.

- 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		Repair & Comprehensive Maintenance of various installations including Equipments/Accessories of Electrical ,AC/HVAC, Sub-station (Transformers & HT/LT panels), DG sets, STP, Water Supply PUMPS, Water treatment Plant, Tube Wells, Street lights ( Electrical & Solar), Hot water Boiler & Solar water heating system, Signages, nurse call bell system, lifts, ETP, Fuel handling system, refrigerators, Kitchen & Canteen equipments , Fire Fighting & Fire Alarm & other Misc fittings installed in 100 Bedded ESIC Hospital & staff quarters at Baddi (HP) .
	NIT No:		<b>HPL/DGM(C)/TC/BADDI/2018-19/13 Dt : 09-05-2018</b>
ii)	Client/ Owner		ESIC
iii)	Type of Tender		Lump sum (L.S.)
iv)	Earnest Money	NIT	<b>Rs. 49,400.00</b>
v)	Estimated cost	NIT	<b>Rs 24.66 Lakhs</b>
vi)	Time for completion of work	NIT	06 Months
vii)	Mobilization advance		Not Applicable
viii)	Interest rate of Mobilization advance		Not Applicable
x)	Validity of tender		180 (Eighty) days
xi)	Performance Guarantee		5.00 % (Five percent) of awarded contract amount at the time of signing of agreement in the shape of bank guarantee only from any Nationalized Bank or ICICI, IDBI, HDFC & Axis Bank in India
xii)	Security Deposit/ Retention Money		5.00 % (five percent) of awarded contract amount, which shall be deducted in the manner, set out in tender document/contract.
xiii)	Time allowed for starting the work		The date of start of contract shall be reckoned from <b>1<sup>st</sup> day</b> of issue of email/telegram/Letter/Telex/Fax of intent of Acceptance of tender or from the 1 <sup>st</sup> day of handing over of the site, whichever is later.
xiv)	Defect liability period		One month from the date of completion of work and handing over of the services to HPL/client after rectification of the list of defects as observed by HPL/ESIC.
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, which is being followed in state of work in general as per direction of Engineer-in-charge in addition to the additional technical specifications given in the tender document also the specification / standard as applicable to the type of work under reference.

**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 :** Repair & Comprehensive Maintenance of various installations including Equipments/Accessories of Electrical ,AC/HVAC, Sub-station (Transformers & HT/LT panels), DG sets, STP, Water Supply PUMPS, Water treatment Plant, Tube Wells, Street lights (Electrical & Solar), Hot water Boiler & Solar water heating system, Signages, nurse call bell system, lifts, ETP, Fuel handling system, refrigerators, Kitchen & Canteen equipments , Fire Fighting & Fire Alarm & other Misc fittings installed in 100 Bedded ESIC Hospital & staff quarters at Baddi (HP).

NIT No: **HPL/DGM(C)/TC/BADDI/2018-19/13 Dt : 09-05-2018**

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

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

3. The required earnest money for this work is enclosed herewith.
4. I/We, have seen all the corrigendums/Addendums uploaded by HPL on HPL’s website upto the last date and time of submission of tenders for this work.

Yours faithfully,

(Signature of the tenderer)  
With rubber stamp

Dated: \_\_\_\_\_

## Instructions to Tenderer (ITT)

- 1.0 Online sealed lumpsum tenders on behalf of ESIC are invited for the work of Repair & Comprehensive Maintenance of various installations including Equipments/Accessories of Electrical ,AC/HVAC, Sub-station (Transformers & HT/LT panels), DG sets, STP, Water Supply PUMPS, Water treatment Plant, Tube Wells, Street lights ( Electrical & Solar), Hot water Boiler & Solar water heating system, Signages, nurse call bell system, lifts, ETP, Fuel handling system, refrigerators, Kitchen & Canteen equipments , Fire Fighting & Fire Alarm & other Misc fittings installed in 100 Bedded ESIC Hospital & staff quarters at Baddi (HP).

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

- 2.0 The work is estimated to cost **Rs 24.66 Lakhs**. This estimate, however, is given merely as a rough guide.
- 3.0 The tender document as uploaded can be seen on website [www.tenderwizard.com/HPL](http://www.tenderwizard.com/HPL) or [www.eprocure.gov.in](http://www.eprocure.gov.in) and can be downloaded free of cost.

### 4.0 Mode of Submission.

#### Earnest Money

#### Deposit

Earnest Money Deposit of amount as mentioned in "NIT" required to be submitted along with the tender shall be in the form of Demand Draft payable at place as mentioned in NIT in favour of HPL limited from any Nationalised/Scheduled Bank. The EMD (DD) shall be valid for minimum period of 90 days from last day of submission of Tender. The EMD shall be scanned and uploaded to the e-Tendering website within the period of tender submission and original should be deposited in office of HPL.

The EMD of all unsuccessful tenderers will be returned within thirty (30) days of the declaration of successful tenderer (L-1). The EMD of L-2 party shall be returned after award of work to L-1 agency. No interest will be payable by the HPL on the said amount covered under EMD/Any other Security Deposit.

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

Cost of Bid Document- Rs **2000**- in the shape of DD/PO in favour of HPL Ltd payable at New Delhi.

e-Tendering processing fee- Rs. **1455/-** through e-payment only.

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

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

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

- 6.0** Both the envelopes shall be placed in another envelope with due mention of Name of work, date & time of opening of tenders and to be submitted in the office of HPL upto the last date & time of submission of tender on **17-05-2018 up to 03:00 PM** The documents submitted shall be opened on the same day.

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

- 7.0** The tender submitted shall become invalid if:-

- i) The tenderer is found ineligible.
- ii) The tenderers do not upload all the documents as stipulated in the tender document.
- iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically in the office of tender opening authority.

**8.0 VALIDITY OF TENDER**

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

**9.0 ACCEPTANCE OF TENDER**

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

- 10.0** The tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s)/modifications shall be rejected.
- 11.0** The witnesses to the Tender/Contract Agreement shall be other than the tenderer(s) competing for this work and must indicate full name, address, and status/occupation with dated signatures.
- 12.0** The acceptance of tender will rest with the HPL who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reason thereof. Tenders in which, any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
- 13.0** On acceptance of tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from Engineer-in-Charge or its authorised representative shall be intimated by the contractor within 07 days of issue date of letter of Awards by HPL.
- 14.0** The tenderer shall not be permitted to tender for works if his near relative is posted in the project office or concerned Zonal Office of the HPL. The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any of the officers in HPL. Any breach of this condition by the tenderer

would render him liable to the withdrawal of the work awarded to him and forfeiture of Earnest Money and Security Deposit. This may also debar the contractor from tendering for future works under HPL

15.0 The time of completion of the entire work, as contained in contract shall be as mentioned in "NIT", which shall be reckoned from the 07th day after issue of the letter of Award by the HPL

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

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

#### **18.0 ADDENDA/CORRIGENDA**

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

#### **19.0 CLARIFICATION AFTER TENDER SUBMISSION**

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

**CORRIGNEDUM TO GENERAL CONDITIONS OF CONTRACT (CPWD FORM 7/8)**

S. No.	For	Read As
1	Chief Engineer/ DG works/ Chief Engineer (Zone)	General Manager (Engg.) HPL for & on behalf of ESIC
2	Superintending Engineer	DGM (Civil)
3	Engineer –in –charge	Project Incharge
4	Department	Hindustan Prefab Limited
5	Administrative Head	C.M.D., HPL
6.	Owner	ESIC
7.	C.P.W.D.	H.P.L.

## SCHEDULE 'B' TO 'F'

### **SCHEDULE – B :**

Schedule of materials to be issued to the contractor.

S.No.	Description of Item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of Issue
1	2	3	4	5
NOT APPLICABLE				

### **SCHEDULE 'C'**

Tools and plants to be hired to the contractor

S.No.	Description	Hire charged per day	Place of Issue
1	2	3	4
NOT APPLICABLE			

### **SCHEDULE 'D'**

Extra schedule for specific requirements/ document for the work, if any.

Not applicable.

### **SCHEDULE 'E'**

Reference to General Conditions of contract.

**Name of work:** Repair & Comprehensive Maintenance of various installations including Equipments/Accessories of Electrical, AC/HVAC, Sub-station (Transformers & HT/LT panels), DG sets, STP, Water Supply Pumps, Water treatment Plant, Tube Wells, Street lights( Electrical & Solar), Hot water Boiler & Solar water heating system, Signages, nurse call bell system, lifts, ETP, Fuel handling system, refrigerators, Kitchen & Canteen equipments , fire fighting & fire alarm system & other Misc fittings installed in 100 Bedded ESIC Hospital & staff quarters at Baddi (HP).

**NIT NO :- HPL/DGM(C)/TC/BADDI/2018-19/13 Dt : 09-05-2018**

Estimated cost of work :	Rs. 24,66 Lakhs
i) Earnest money :	Rs. 49,400.00
ii) Performance Guarantee :	5% of tendered value.
iii) Security Deposit :	5% of awarded value less EMD deposited shall be deposited by the party in the form of DD/Pay order in favor of Hindustan prefab limited payable at New Delhi on award of work & within 10 days of issue of award letter.

## **SCHEDULE 'F'**

General Rules & Directions : Officer Inviting Tender- Dy General Manager (Civil)/TC, Jangpura, New Delhi- 110014

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

Definitions :

2(v) Engineer-in-Charge	Project Incharge
2(viii) Accepting Authority	Chairman of Tender Approval Committee.
2(x) Percentage on cost of material and labour to cover all overheads and profits	15%
2(xi) Standard Schedule of Rates	N.A
2(xii) Department	Hindustan Prefab Limited
9(ii) Standard CPWD contract Form	Latest Edition with up to date corrections and amendments.

Clause 1 i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days	: 07 days However, on or before signing of contract agreement.
ii) Maximum allowable extension beyond period provided in i) above in days	: 07 days
Clause 2 Authority for fixing compensation Under clause 2.	: C.M.D, HPL
Clause 2A Whether Clause 2A shall be applicable	: No
Clause 5 Number of days from the date of issue of letter of acceptance or from the first date of handing over of site ( whichever is later) for reckoning date of start	: 01 day
Clause 6,6A Clause applicable – (6 or 6A)	6 A

Mile Stone(s) as per table given below:

This is a Repair & Comprehensive Maintenance work of various installations including Equipments/Accessories of Electrical, AC/HVAC, Sub-station (Transformers & HT/LT panels), DG sets, STP, Water Supply PUMPS, Water treatment Plant, Tube Wells, Street lights (Electrical & Solar), Hot water Boiler & Solar water heating system, Signages, nurse call bell system, lifts, ETP, Fuel handling system, refrigerators, Kitchen & Canteen equipments, Fire Fighting & Fire Alarm & other Misc fittings installed in 100 Bedded ESIC Hospital & staff quarters at Baddi (HP). The work is to be carried out on day to day basis to maintain the system/ services functional round the clock 24 x 7, 365 days without any shut down. If the services are not provided satisfactorily in time, the penalty / damages shall be levied as mentioned in the tender document and as decided by HPL/ESIC.

Time allowed for execution of work	06 Months
Authority to give fair and reasonable Extension of time for completion of work	C.M.D., HPL
Clause 7 Gross work to be done together with net payment / adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.	NA
Clause 10A 1. Wire gauge, micro meter & tong tester & other testing Equipments as required at site	To be provided
Clause 10B (ii) Whether Clauses 10 B (ii) shall be applicable	Yes

Modified Provision		
Clause 10CA Materials covered under this clause:  N.A	Nearest materials for which all India price index to be followed:  N.A	Base price of all the materials covered under clause 10CA:  N.A
Base price of all the materials covered under clause 10CA is to be mentioned at the time of approval of NIT		

## CLAUSE 10 CC

<b>Clause 10CC</b> Clause 10CC to be applicable in contracts with Stipulated period of completion exceeding the Period shown in next column.	No price escalation is allowed for this contract
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Schedule of component of other materials, labours, POL etc. for price escalation.

Component of Cement- Expressed as percent of total value of work.	Deleted
Component of Steel Expressed as percent of total value to work.	Deleted
Component of civil (except materials cover under clause 10 CA / Electrical const. materials expressed as percent f total value of work	N.A
Component of Labour- Expressed as percent of total of work	N.A
Component of POL- Expressed as percent of total value of work.	NIL

<b>Clause 11</b> Specifications to be followed for execution of work( all works)	As mentioned in the tender document
<b>Clause 12</b> 12.2 & 12.3 Deviation Limit beyond which clauses 12.2 & 12.3. shall apply for building work :	<b>NA</b>
<b>12.5</b> Deviation Limit beyond which clauses 12.2 & 12.3. shall apply for foundation work	<b>NA</b>
<b>Clause 16</b> Competent Authority for Deciding reduced rates.	C.M.D., HPL
<b>Clause 18</b> List of mandatory machinery, tools & plant to be deployed by the contractor at site lab but not limited to the followings	As required at site for smooth, efficient & effective Repair & Comprehensive Maintenance work

**Clause 36 (i)**

SI. No.	Minimum qualification of technical Representative	Discipline	Designation (principal Technical/technical	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 Or Diploma Electrical Engineer 1 No	Electrical/Mechanical	Principal Technical	05 year	In general shift & Round the clock on call	20,000/- Per month For each -Do-	Twenty thousands Per month For each -Do-
2	Technician or Electrician – 02 Nos	One Electrical & one Mechanical	Technical	05	One each in other two shifts & Round the clock on call	10,000/- Per month For each -Do-	Ten thousands Per month For each -Do-

Assistant Engineer's retired from Government service that are holding Diploma will be treated at par with Graduate Engineers.

Clause 42	
i) (a) Schedule /statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates	NA
ii) Variations permissible on theoretical quantities.	NA
(a) Cement	
( b) Bitumen	NA
( c) Steel reinforcement and structural steel section for each diameter, section and category	NA
( d) All other Materials	Nil

## **HINDUSTAN PREFAB LIMITED**

JANGPURA, NEW DELHI - 110 014

### **SPECIAL CONDITIONS OF CONTRACT**

These special conditions shall super cede/ supplement the relevant conditions given in CPWD Form 7/8(Edition with up to date corrections and amendments) in the tender document.

1. EMD of tenderers who do not qualify in technical bids after evaluation of technical bids, shall be retuned within 07 days after receipt of request from them.

EMD of bidder who qualify in the technical bid except lowest tenderer shall be refunded within 07 days after receipt of request from them after opening of financial bid and award of work.

2. RAW MATERIAL : All materials and labor required for the execution of work shall be arranged by the contractor including cement & reinforcement steel.
3. (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 by 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.
4. 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.
5. The contractor shall be supplied drawings required for execution of work. If any particular drawing is required for execution of work, contractor shall inform the Engineer-in-Charge in writing at least 15 days in advance.
6. The contractor shall be responsible for deployment of technical staff to assist the local bodies/Fire authority/Pollution control board and Electrical inspector for the Sub-station & DG set. Necessary liasoning with other working agency & local bodies shall be his responsibility. Any statutory fees to be paid on account of said renewal/ clearances shall be paid by HPL/ESIC.
7. The payment to the contractor shall be made from the registered office of HPL at Jangpura, New Delhi through RTGS. However, if payment is requested by the contractor through demand draft, the same shall be issued and bank charges with be debited to the contractor. The contractor shall not claim anything extra on this account.
8. The Contractor should be registered under GST Act. for works in the State of Himachal Pradesh and submit a copy of registration along with tender. The said GST shall be deducted as per laws at source as applicable. The contractor shall submit the bills as required under GST. The applicable GST shall be deposited by the contractor and proof of deposit of GST will be submitted by the contractor to HPL along with the bills. Quoted rates of the contractor will be

inclusive of all the taxes including GST and will be firm & fixed for the entire contract period including extended period, if any.

9. The contractor should have valid PF Code No and ESIC Code & should provide a copy of Registrations. The contractor shall provide the copies of challans as a proof of remittance of amount. The contractor may also be asked to provide the PF & ESIC records, copies of wage sheets, attendance sheets, monthly returns, annual returns and any other record in this regard for inspection, as and when required by the Engineer-in-charge. The contractor has to obtain the labour license from the concerned labour department within one month of award of work & has to keep/maintain all the records as required as per the labour wages.
10. **Defect Liability Period** : After completion period of maintenance including extended period if any, the contractor shall be fully responsible for the quality & workmanship. The contractor shall be fully responsible for liability of defects in the R & M work executed by him for a period of one month from the date of successful completion of R&M period of the work & shall hand over the work to HPL/ESIC on rectifying the list of defects/ deficiencies observed by HPL/ESIC. The defects liability period shall start from the date of successful completion of R&M period of the project. All defects observed during the defect liability period shall be rectified by the contractor at his own cost and expenses. 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 employ an engineer to look after the defects for which nothing extra would be payable to the contractor.
11. The agency shall obtain the labour license from the concerned department, if required, within one month of award of work.
12. 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.
13. The contractor has to control noise and air pollution at site as per norms of Pollution Control Board.
14. The contractor shall also make sufficient arrangement for photography /videography so that photographs video can be taken of any specific activity at any point of time. The contractor shall also provide software like MS Project etc. for the purpose of preparing progress report etc.
15. 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.
16. No advance shall be paid to the contractor against any Tools & Plants, equipment & machinery etc. brought at site by the contractor.
17. No extra payment shall be made to the contractor for any work not certified by engineer in charge.
18. The contractor will be responsible to get registered himself under labour cess in Himachal Pradesh.
19. The work may be inspected by Central Vigilance Commission and any deductions/compensation proposed by CVC or HPL or ESIC in regard to defective work or work not confirming to specification, loss of time, amount shall be deducted from his dues.

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

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings, and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

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

ii) If the DGM (Civil), HPL fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision or the DGM (Civil), HPL, the contractor may, within 15 days of the receipt of DGM (Civil), HPL's decision, appeal to the CMD, HPL who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The CMD, HPL shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with this decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the CMD, HPL for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

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

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

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

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

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

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

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

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

21. The refund of security deposit shall be considered for release on receipt of "No Defects / No Dues" certificate from the client.
22. The payment of final dues shall be release on settlement of final bill of HPL by client and on compliance of contractual obligations.
23. The contractor shall arrange to get material tested (IF REQUIRED) from the laboratories as directed by Engineer –in –Charge as per the mandatory test required/ prescribed as per CPWD specifications and norms. The testing charges shall be borne by contractor including the transportation/ conveyance.
24. The agency has to attend the complaint immediately on call/ encountered & shall rectify/ repair the same within 02 hours & restore functioning of all the equipments / installations / systems/ services in such a way that functioning of the hospital round the clock 24x7 is not affected at all, failing which the same shall be got attended/repared/maintained by engaging some other agency on the risk & cost of contractor.  
  
Due to unsatisfactory services of the contractor or if any complaint stands unattended or services are not restored functional in time, for any loss/ damages to the hospital/ ESIC/ HPL/ any Doctor/ or patient, contractor shall be held responsible and will be liable for the penalty / damages or any other appropriate action as decided by HPL/ESIC including termination of the contract and forfeiture of PBG & security deposit amount.
25. Initially, the contract period shall be of 06 months. However, the same can be extended, if required, for a mutually agreed period on the same terms & conditions and rates.
26. The contractor has to make the payment to the workers engaged (if any) for the work as per the minimum wages specified by the State Govt./Central Govt. for the Category of the worker. The wages payment shall be made by the contractor to the workers through account payee cheques / RTGS.
27. Before quoting the rates, the bidders must visit the ESIC Hospital at Baddi (H.P) and must inspect all the installations, services, fittings, fixtures & equipments of the work under reference. The contractor has to take up the work, installations, services, fittings, fixtures & equipments of work under reference on "As is where as basis" and has to provide the services of

repair & comprehensive maintenance to maintain all the services & the installations fully functional all the times, round the clock 24x7.

Even if any of the equipment, installation, fittings, fixtures, services or system is not functional at the time of tendering or at the time of taking over of the job by the contractor, the contractor has to make the same functional & put to use immediately. There shall not be any claim of the contractor that the equipment, installation, fittings, fixtures, services or system were not functional at the time of tendering or taking up of the job. The bidders must inspect the site and see before submitting their bids and should quote the rates accordingly. No claim will be entertained of the contractor on this account. Any equipment, system, service, fittings, fixture or installation which is not functional, has to be made functional by the contractor at his own cost & expenses and the expenses would be considered to be included in the quoted rates of the contractor .

**In regard to the above the bidders have to submit an undertaking on a non-judicial stamp paper of ₹ 100/- along with their bids certifying that** “they have visited the site, have inspected all the installations, services, fittings, fixtures & equipments and they undertake to carry out the work as per the scope of work, as per terms & conditions of the tender document and will make functional all the installations, services, fittings, fixtures & equipments immediately on award of work, if any of these are not functional at the time of inspection, tendering, taking over of the job & the expenses incurred by them to make these functional are included in the rates quoted by them. They will not claim anything extra on this account”

- 28 The Contractor should be registered under GST for works in the State of work and submit a copy of registration along with tender. The said GST shall be deducted as per laws at source as applicable. The contractor shall submit the bills as required under GST as applicable. Also the amount of GST as applicable shall have to be deposited by the contractor and the receipt of the same shall be submitted along with the tax invoices to be submitted with the bills. The rates quoted by the bidders will be inclusive of all the taxes including GST as applicable.
- 29 The contractor has to control noise and air pollution at site as per norms of Pollution Control Board/Local Authorities.
30. The work shall be executed by the contractor as per the Special Conditions of Contract, Additional Conditions of Contract, General Conditions of Contract and Scope of Work specified in the tender document
31. It is clearly agreed and understood by the tenderers/ contractors that notwithstanding any thing to the contrary that may be stated in the agreement between HPL & the contractor, the contractor shall become entitled to payment only after H.P.L. receives the corresponding payment(s) from the client / owner. Any delay in the release of payment by the client / owner to HPL leading to a delay in the release of the corresponding payment by HPL to the contractor, shall not entitle the contractor any compensation / interest from HPL.
32. The contractor will have to submit a no claim / final claim certificate, duly notarized on a stamp paper of appropriate value, as per the prescribed format of HPL, while release of Performance Bank Guarantee.
32. Tax deductions at source, if any, shall be made by HPL as per laws prevalent in the State as applicable for the works under the statute such as VAT / works contract tax/GST or any other law for levy of tax on goods/materials/article which may be used for execution of work.
33. The stamp duty and registration charges, if any, on the contract agreement levied by the Government or any other statutory body, shall be paid by the contractor as applicable in the State, where the work to be executed.

34. It will be incumbent upon the Contractor that he/it shall get registered and discharge his obligations for payments, filling of return etc. under the appropriate provisions of the law in respect of all the taxes, duties, levies, cess, etc. HPL always have right, if required, to seek necessary evidence from the contractor that he/it is registered under the law and / or any other obligations under the provisions of the respective Act and in case of any failure on part of the Contractor, it shall be his duties to indemnify HPL all time.
- 35 The accepted rates of the contractor shall be firm / fixed for the entire contract period including extended period, if any. No escalation in rates shall be payable at all.
- 36 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.
- 37 The work/ services provided by the contractor will be reviewed by HPL/ESIC monthly or once in a period of 2 months. In case of any shortcoming, the panel claims in the agreement shall be put in force by making deductions from the bills.
- 38 On award of work, the agency will submit an undertaking to work to the satisfaction of Medical Superintendent or the officer appointed by him/her and HPL, as the case may be.
39. **JURISDICTION** : The agreement is deemed to be executed at Delhi/New Delhi and the Court in Delhi/ New Delhi alone will have the jurisdiction to deal with matters arising under this work.
40. At present, 1 No. Fire alarm panel is not installed in position which will be got installed from another agency. However, all other system, equipments, accessories & installations of fire fighting & fire alarm system will be in the scope of work of the contractor.

## **Additional Conditions**

### **1.0 General**

- 1.1 This specification covers manufacture, testing as may be necessary before dispatch, delivery at site, all preparatory work etc. as required for smooth functioning of the system.

#### **1.2 Location:**

Work shall be carried out at ESIC Hospital Baddi (HP).

- 1.4 The tenderer should in his own interest visit the site and get familiarize with the site conditions before tendering.

- 1.5 No T&P shall be issued by the Department and nothing extra shall be paid on account of this.

#### **2.1 Type of contract**

The work to be awarded under this tender shall be treated as indivisible works contract.

- 2.2. The tenderers are advised not to deviate from the technical specifications/items, commercial terms and conditions of NIT like terms of payment, guarantee, arbitration Clause, escalation etc.

### **3.0 Terms of payment**

- 3.1 Payments shall be made on Monthly basis.

### **4.0 Rates**

- 4.1 The rates quoted by the tenderer, shall be firm and inclusive of all taxes including all charges of repairing, maintenance & material cost as per scope of work ,overhead charges, general liabilities/obligations and clearance from Local Bodies. Nothing shall be paid extra on account of any type of taxes.

- 4.2 The department will not issue Octroi exemption certificate.

- 4.3 The contractor has to carry out maintenance as per manufacturer's standards of various equipments/accessories for a period of 06 months . Nothing extra shall be paid on this account.

### **5.0 Completeness of Tender**

All sundry equipment, fittings, unit assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections and all other items which are useful and necessary for efficient assembly and installation of equipment and components of the work shall be deemed to have been included in the tender irrespective of the case whether such items are specifically mentioned in the tender documents or not.

### **6.0 Storage and Custody of Materials**

No storage accommodation shall be provided by the department. Watch and ward of the stores and their safe custody shall be the responsibility of the contractor till the final taking over of the project by the department.

### **7.0 Care of the Building**

Care shall be taken by the contractor while handling and installing the various equipments and components of the work to avoid damage to the building. He shall be responsible for repairing all damages and restoring the same to their original finish at his cost. He shall also remove at his cost all unwanted and waste materials arising out of the installation from the site of work.

## **8.0 Guarantee**

8.1 All Parts replaced shall be guaranteed for a period of 06 months, from the date of replacement.

8.2 The tenderer shall guarantee among other things, the following: -

a) Quality, strength and performance of the materials used as per manufacturers standards.

b) Safe mechanical and electrical stress on all parts under all specified conditions of operation.

## **9.0 Power Supply**

Electric supply (Three Phase/Single Phase) as required Will be Provided by the department to carry out the work free of cost.

## **10.0 Water Supply**

Water supply in Case required will be provided by the department free of cost.

## **11.0 Acceptable Makes of Various Equipments**

The acceptable makes of various equipments/components/accessories have been indicated in “ List of equipment” & the other consumable materials shall be as per the approval of incharge. The tenderer shall work out the cost of the offer on this basis.

12.0 The successful tenderer should furnish well in advance three copies of detailed instructions and manuals of manufacturers for all items of equipments regarding installation, adjustments operation and maintenance including preventive maintenance & trouble shooting together with all the relevant data sheets, spare parts catalogue etc all in triplicate.

## **13.0 Extent of work**

13.1 The work shall comprise of entire labour including all materials necessary to make a complete installation and such tests and adjustments and commissioning, as may be required by the department. The term complete installation shall not only mean major items of various systems covered by specifications but all incidental sundry components necessary for complete execution and satisfactory performance of installation with all layout charts whether or not those have been mentioned in details in the tender documents in connection with this contract as this is a turnkey job.

13.2 In addition to supply, installation, testing and commissioning of complete installation,, following works shall be deemed to be included within the scope of work to be executed by the tenderer as this is a turnkey job :

a) Minor building works necessary for installation of equipments, foundation, making of opening in walls or in floors and restoring them to their original condition / finish and necessary grouting etc as required.

- b) All supports for cables and MS channels for erection of panels &etc as are necessary.
- e) Arrangement of electric supply (Single / Three phase) and water supply for execution and successful commissioning of the system.
- f) Small wiring, inter-connection etc inclusive of all materials and accessories, necessary to comply with the regulations as well as proper and trouble free operation of the equipments.
- g) Closing of the cable entry points in sub-station against seepage of water, rodents etc.
- h) Tools and tackles required for handling & installation, Repair & Comprehensive Maintenance.
- i) Necessary testing equipments for commissioning.
- j) Watch and Ward of materials and/or installation and equipments till their handling over to the department.
- k) All minor building works, such as equipments foundation if required cutting and making good holes, grouting of channels bolts as required. Cutting and making good damages etc.
- l) Provision of supports/clamps for equipments, cables etc wherever required.

#### **14.0 Works to be done by the Department**

Unless otherwise mentioned in the tender specifications the following works shall be carried out by the department.

- i) To make the site available for the work. The contractor should select such equipment for installation as can be properly installed in the spaces shown in specification drawings. While no guarantee can be given minor modification required by the contractor if mentioned in the tender or intimated immediately after the receipt of tender shall be carried out if structurally possible.
- ii) Provision of storage space at site during the contract period free of cost.

#### **15.0 Exclusion and work to be done by other agencies:**

The following shall be excluded from the scope of the work:

- a) Major dismantling of any existing building work.

#### **16.0 Inspection and Testing**

- 16.1 All major equipments/Accessories required for replacement of any work shall be offered for initial inspection at manufacturer's works. The contractor will intimate the date of testing of equipments at the manufacturer's works before dispatch. The successful tenderer shall give advance notice of minimum two weeks regarding the dates proposed for such tests to the department's representative to facilitate his presence during testing. The Engineer-in-charge may witness such testing. The cost of the Engineer's visit to the factory will be borne by the department. Equipments will be inspected at the manufacturer/authorized dealers premises, before dispatch to the site by the contractor if so desired by the Engineer-in-charge.

16.2 Copies of all documents of routine and type test certificates of the equipment, / cable carried out at the manufacturers premises shall be furnished to the Engineer-in-charge and consignee.

16.3 After completion of the work in all respects the contractor shall offer the installation for testing and operation.

#### **17.0 Compliance with Regulations and Indian Standards**

17.1 All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian standards related to the works covered by this specification. In particular, the equipment and installation will comply with the following:

- i) Factories Act
- ii) Indian Electricity Rules
- i) BIS & other standards as applicable
- ii) Workmen's compensation Act
- v) Statutory norms prescribed by local bodies, Power supply co., etc

17.2 Nothing in this specification shall be construed to relieve the successful tenderer of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulations and safety codes.

17.03 Successful tenderer shall arrange for compliance with statutory provisions of safety regulations and departmental requirements of safety codes in respect of labour employed on the work by the tenderer. The department will be at liberty to make arrangement for the safety requirements at the cost of tenderer and recover the cost thereof from him.

#### **18.0 Indemnity**

The successful tenderer shall at all times indemnify the department, consequent on this works contract. The successful tenderer shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the contractor shall be responsible for any accident or damage incurred or claims arising there from during the period of erection, construction and putting into operation the equipments and ancillary equipment under the supervision of the successful tenderer in so far as the latter is responsible. The successful tenderer shall also provide all insurance including their party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer on account of the above.

#### **19.0 Erection Tools**

No tools and tackles either for unloading or for shifting the equipments for erection purposes would be made available by the department. The successful tenderer shall make his own arrangement for all these facilities.

#### **20.0 Cooperation with other agencies**

The successful tenderer shall co-ordinate with other contractors and agencies engaged in the construction of buildings, if any, and exchange freely all technical information so as to make the execution of this work/contract smooth. No remuneration should be claimed from the department for such technical cooperation. If any unreasonable hindrance is caused to other agencies and any completed portion of the work has to be dismantled and re-done for want of cooperation and coordination by the tenderer during the course of work, such expenditure incurred will be recovered from the successful tenderer if the restoration work to the original condition or specification of the dismantled portion of the work was not undertaken by the tenderer himself.

21.0 The work will be carried out with least disturbance during shifting & shut down taken in

consultation with the client department.

## **22.0 Verification of correctness of equipment at Destination**

The contractor shall have to produce all the relevant records to certify that the genuine equipments from the manufacturers has been supplied and erected.

## **23.0 Painting**

This shall include cost of painting of the entire installation. The major equipments, LT panel etc. shall be factory final finish painted. The agency shall be required to do only touching to the damages caused to the painting during transportation, handling & installation at site, if there is no major damage to the painting.

## **24.0 Maintenance**

24.1 Sufficient trained and experienced staff shall be made available to meet any exigency of work during the contract period.

24.2 The maintenance, routine as well as preventive, for 06 months from the date of taking over, the installation as per manufacturers recommendation shall be carried out on monthly basis.

## **25.0 Interpreting specifications**

In interpreting the specifications, the following order of decreasing importance shall be followed in case of contradictions:

- a) Schedule of quantities b) Technical specifications
- c) Drawing (if any)
- d) General specifications
- e) Relevant BIS or other international code in case BIS code is not available.

**The scope of works, for monthly charges, is providing/Repairing/replacement of following parts as and when required :**

1. Repair/replacement of bulbs, FL. Tubes, CFLs ,Chokes, Reflectors, Rewinding of motors, Ceiling Fans, Exhaust Fans, Switches & Sockets, TV/Telephone Sockets, coils, Valves, Insulations, Linings, Diffusers, Dampers, Grills, Heaters, Humidifiers, All types of Pipes, Medias, Seals, Resins, Refrigerant gases, Charging gases, LEDs, Bearings, Bushings, MCB, MCCB, Re- wiring (All), Cable Trays, Cables (All types & Armoured / Unarmoured), Panel Accessories like AM/VM/Protection fuses/SS/Indicators/Relays/contactors/other accessories already fixed in panels, Connectors, connection pipes, Leads and other Misc items required to make functional the systems.
2. Repair/replacement of parts of nurse call bell system **equipments/accessories/machines i.e.** CDU, connectors, stands, wiring, software's, Housings, Controllers, devices, PCB's, condensers, power amplifiers, supply transformers, timers, speakers, modules, hooters, sockets, Junction boxes, patch cords, and other Misc items required to make functional the systems.
3. Repair/replacement of parts of Kitchen & Canteen equipments , fire fighting & fire alarm system /accessories/machines i.e. Milk Boiler/Tea Boiler, Microwave oven, Pick up counter with over shelf, Work table for support of two burner range, Two burner cooking range, Exhaust hood for two burner range, Juicer, Conveyor Toaster, Work table with sink, Four door refrigeration, Work table, Three burner cooking range, Exhaust hood, Low HT. Table, Burner, Exhaust Hood (Low hight burner), Three burner cooking range, Exhaust Hood(Three Burner range), Bulk Cooker, Bulk Fryer/boiler tilting type, Exhaust Hood (Bulk cover & Fryer), Wet Grinder, Dough

Kneading Machine, Potato Peeler, Pulverizer, Work table (size 1500\*600\*850 mm), Chopping Board, Vegetable cutting machine, Chapatti collection table, Chapatti rolling Table, Chappati Plate cum Puffer, Exhaust Hood, Food trolley with four round pans, Tray Carrier Trolley, Tray setup counter with bain-marie, Storage Cabinet, Storage Rack, Ingredient Bin, Dunn- age Rack, Pot Rack-3 Tier, Soiled Dish landing with garbage chute, Three Sink Unit, Clean Dish Table, Clean Dish Rack, L.P.G. Pipe Line, Centrifugal exhaust Blower, S.S. Grating, Exhaust Hood Ducting, Cold Display Counter, Hot Display Counter with snacks, Bain Marie Front side 3 glass granite top, S.S. Exhaust Hood, M.S. Cylinder Bank, Bulk Cooker, Two Burner range, S.S. sink with table for bulk cookers, Soiled dish landing table with garbage chute, Pick up Counter with over shelf, Storage Rack, Pick up Counter with over shelf, Three sink unit & other Misc items required to make functional the systems.

4. Repair/replacement of parts of 03 Nos lifts **equipments/accessories/machines.**
5. Immediately on award of work & within 15 days, the contractor shall get done servicing of all the equipments/ Accessories/ Machines/ACs from the respective manufacturers or authorized firms by manufacturer or as directed by engineer incharge including all the spares/materials required for servicing and further periodical servicing shall also be got done by the contractor of all accessories/ Equipments/ Machines/ACBs from the Manufacturer/ authorized firms by manufacturer & as per the norms of manufacturers including all spares, oil, lubricants & other items etc. required for servicing and to make functional the Accessories/ Equipments/ Machines/ ACBs /Systems etc. The cost of the same is deemed to be included in the monthly charges.
6. Parts of any Accessories/Equipments/Machines/ACBs.
7. Fire Fighting & Fire Alarm system- Installations, equipments, alarm panels, all accessories like detectors, modules, MCP, speakers, PA system, Hooters & all others accessories as already installed in the complex.

**Payable to the contractor as per actual.**

8. Consumable items like UPS batteries, Batteries, theft of any equipment, damage to equipment by Client, Replacement of accessories/Equipments/Machines/ACBs due to expiry of life etc. shall be to the department. The Cost of replacing these parts will be paid extra at actual/ at current market rates by the department. No labour charges will be paid Extra for replacement of parts.

## **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

**G.C.C. 2014 (CPWD)**

**LIST OF MAJOR EQUIPMENTS/ACCESSORIES/MACHINES INSTALLED AT PROJECT FOR REPAIR & MAINTENANCE.**

Sr.No.	Specification	Make	Qty.
	<b>Pump Room</b>		
1	3 phase induction motor (1.5 Kw)	Rotomotive	4
2	3 phase squirrel cage induction motor (4 Kw)	Rotomotive	2
3	3 phase induction motor (1.5 Kw)	Rotomotive	2
4	3 phase induction motor (1.1 Kw)	Rotomotive	2
	<b>Water treatment Plant</b>		
5	Pressure Filter ( 9000 lph)		1
6	Pressure Filter ( 6000 lph)		1
7	Chlorinator (9000 lph)		1
	<b>Hot water Boiler</b>		
8	3 phase induction motor (1.1 Kw)	Kirloskar	6
9	3 phase induction motor (0.5Kw)	Kirloskar	1
10	3 phase induction motor (0.75 Kw)	Kirloskar	2
	<b>STP</b>		
11	3 phase induction motor (4.2 Kw)	Kirloskar	2
12	3 phase induction motor (3.7 Kw)	Kirloskar	2
13	3 phase induction motor (1.5 HP)	Kirloskar	7
14	Submersible Pump (1.5 HP)	Kirloskar	10
	<b>ETP</b>		
15	0.5 HP	Kirloskar	3
16	0.3 Kw	Rotomotive	2
17	0.37 kw	Crompton Greaves	1
	Misc.		
18	3 phase squirrel cage induction motor (2.0 HP)	ABB	2
19	0.37 kw (for solar)	Kirloskar	4
20	7.5 HP (for Ventilation)	Kirloskar	1
21	7.5 HP (for Chillar Plant)	Kirloskar	3
22	2.2 kw 3 phase electric motor	Crompton Greaves	2
23	5.5 kw (for AHU Room Third floor)	Edgetech Air System Pvt.Ltd.	2
24	1.5 kw ( Third floor)	Edgetech Air System Pvt.Ltd.	2
25	3.7 kw ( 2nd floor)	Edgetech Air System Pvt.Ltd.	3
26	1.5 kw ( 1st floor)	Edgetech Air System Pvt.Ltd.	2
27	3.7 kw ( 1st floor)	Edgetech Air System Pvt.Ltd.	3

	<b>Solar</b>		
28	Solar panel (TBP 24M1)Working Pressure 245 Kpa	Tata BP Solar India ltd	17
29	Solar panel (TBP 24M1)Working Pressure 490 Kpa	Tata BP Solar India ltd	8
30	DVM (Digital variable Multi) (Model-RD200HXGA)	Samsung	6
31	DG Set (750 KVA )	Cummins	1
32	DG Set (500 KVA )	Cummins	1
33	Transformer (1000 KVA) With AVR	RECON	1
34	Transformer (750KVA) With AVR	RECON	1
35	ACB(1600A)	GE	3
36	ACB (1250A)	GE	2
37	ACB (800A)	GE	1
38	HT VCB (630A)	Crompton	4
	<b>Solar Light</b>		55
39	<b>MH Street Light (70 W)</b>	Havells	46
40	HVAC VRV Unit indoor with wired remote 0.5 Tr to 3.00 Tr	Samsung	56
41	High Wall Split 1.5 tr to 2.0 tr	Samsung	3
42	Chiller Plant Air Cooled 70 TR	Blue Star	3
43	Chillers 20 HP/10 HP	Samsung	110 TR
44	Air washers 30000 cfm	CB	2
45	Axial Flow Fans	CB	4
46	Inline Fans 300 cfm – 2100 cfm	Ostberg	19
47	Starter Panel with MCB 63A and CT (Star- Delta)		4
48	Starter Panel with MCB 63A and CT ( Dual Starter)		13
49	TPN (12-WAY)	Schneider	10
50	TPN (8-WAY)	Schneider	44
51	TPN (4-WAY)	Schneider	37
52	SPN (12-WAY)	Schneider	32
53	SPN (8-WAY)	Schneider	5
54	MCCB (400A)	Schneider	4
55	MCCB (300A)	Schneider	5
56	MCCB (150A)	Schneider	24
57	MCCB (100A)	Schneider	14
58	MCCB (63A)	Schneider	61
59	MCCB (40A)	Schneider	58
60	MCCB (125A)	Schneider	4
61	DP MCB (40A)	Schneider	51
62	DP RCCB (40A)	Schneider	238
63	DP RCCB (63A)	Schneider	72
64	TPN Isolators (63A)	Schneider	55
65	TPN Isolators (40A)	Schneider	57
66	MCB (16A)/6A	Schneider	1850
67	MCCB (32)	Schneider	10
68	STARTER (500 A)	Schneider	1

69	25 KVAR		6
70	12.5 KVAR		4
71	STARTER (500 A)	Schneider	1
72	25 KVAR		6
73	12.5 KVAR		4
74	TPN MCCB (600A)	Schneider	4
75	TPN MCCB (500A)	Schneider	3
76	TPN MCCB (200A)	Schneider	2
77	TPN MCCB (100A)	Schneider	1
78	TPNMCCB (63A)	Schneider	1
79	TPN MCCB (1250A)	Schneider	1
80	TPN MCCB (600A)	Schneider	1
81	TPN MCCB (200A)	Schneider	1
82	TPN MCCB (150A)	Schneider	1
83	TPN MCCB (100A)	Schneider	2
84	TPN MCCB (1250A)	Schneider	1
85	Metering FDR		1
86	PLC	Siemens	1
87	TPN MCCB (600A)	Spectronic	1
88	TPN MCCB (300A)	L&T	2
89	TPN MCCB (250A)	L&T	2
90	TPN MCCB (150A)	L&T	2
91	TPN MCCB (125A)	L&T	2
92	TPN MCCB (100A)	L&T	1
93	TPN MCCB (160A)	L&T	1
94	TPN MCCB (600A)	L&T	1
95	Metering FDR		1
96	Voltage Relay	L&T	3
97	TPN MCCB (800A)	L&T	1
98	Voltage Relay	L&T	2
99	Power Relay and Supervision Relay	L&T	1
100	TPN MCCB (500A)	L&T	1
101	TPN MCCB (400A)	L&T	2
102	TPN MCCB (300A)	L&T	2
103	TPN MCCB (63A)	L&T	1
	<b>Fittings/Fixtures/Fans</b>		
104	1x36 Watt FL Mirror optic/Box Type Fitting	Bajaj/Havells	1323
105	2x36 Watt FL Mirror optic fitting	Bajaj/Havells	308
106	2x18 Watt CFL fitting	Bajaj/Havells	513
107	2x36 Watt CFL fitting	Bajaj/Havells	7
108	2x11 Watt CFL fitting	Bajaj/Havells	44
109	1x13/9 Watt CFL fitting	Bajaj/Havells	99
110	Hospital bed Light	Bajaj	149
111	Bulk Head	Bajaj	43
112	Pendent Light	Decon	19

113	1x13 watt wall bracket	Decon	289
114	Ceiling Fan 1200/1400 mm	Usha	496
115	Exhaust fan 300/450 mm	Usha/GEC	70
116	Wall mounted fan	Usha/Havells	76
117	Aviation Light	Bajaj	02
118	Fuel handling system		01
119	Submersible pump (Tube well) 7.5 HP	KSB	02
120	Hand Push Switch & control unit	Fastrack/Medisystem	116 beds
121	Tracks & trees with system	Fastrack	136 beds

## Kitchen & canteen Equipment

1	Milk Boiler/Tea Boiler (50 Ltr.)		1 No
2	Microwave oven (Cap.20-30 ltr.)		1 No
3	Pick up counter with over shelf		2 No
4	Work table for support of two burner range		1 No
5	Two burner cooking range		1 No
6	Exhaust hood for two burner range		1 No
7	Juicer(1/2h.p. motors)		1 No
8	Conveyour Toster (Cap. 100-125 toster/hr)		1 No
9	Work table with sink		1 No
10	Four door refrigeration		3 No
11	Work table		1 No
12	Three burner cooking range		1 No
13	Exhaust hood		1 No
14	Low HT. Lable		2 No
15	Low HT. Burner		2 No
16	Exhaust Hood (Low hight burner)		2 No
17	Three burner cooking range		1 No
18	Exhaust Hood(Three Burner range)		1 No
19	Bulk Cooker (Cap. 60 Ltr.)		1 No
20	Bulk Fryer/boiler tilting type (Cap. 100 ltr.)		1 No
21	Exhaust Hood (Bulk cover & Fryer)		2 No
22	Wet Grinder (Cap. 15 ltr.)		1 No
23	Dough Kneading Machine		1 No
24	Potato Peeler (Cap. 15 Kg)		1 No
25	Pulveriser		1 No
26	Work table (size 1500*600*850 mm)		1 No
27	Chopping Board		1 No
28	Vegetable cutting machine		1 No
29	Chappati collection table( 1500*600*850)		1 No
30	Chappati rolling Table(2100*650*50mm)		1 No
31	Chappati Plate cum Puffer(1800*650*850mm)		1 No
32	Exhaust Hood (size 1950*750*600mm)		1 No
33	Food trolley with four round pans		4 No
34	Tray Carrier Trolley (1200*600*1200mm)		1 No
35	Tray setup counter with bainmarie		2 No
36	Storage Cabinet		2 No
37	Storage Rack		6 No
38	Ingredient Bin		4 No

## Lifts

39	Dunnage Rack		2 No
40	Pot Rack-3 Tier		2 No
41	Soiled Dish landing with garbage chute		2 No
42	Three Sink Unit		1 No
43	Clean Dish Table		1 No
44	Clean Dish Rack		5 No
45	L.P.G. Pipe Line		1 No
46	Centrifugal exhaust Blower		1 No
46	S.S. Grating		1 No
48	Exhaust Hood Ducting		1 No
49	Cold Display Counter		1 No
50	Hot Display Counter with snacks		1 No
51	Bain Marie Front side 3 glass granite top		1 No
52	S.S. Exhaust Hood		2 No
53	M.S. Cylinder Bank		1 No
54	Bulk Cooker		1 No
55	Two Burner range		2 No
56	S.S. sink with table for bulk cooketrs		2 No
57	Soiled dish landing table with garbage chute		1 No
58	Storage Rack		1 No
59	Pick up Counter with over shelf		1 No
60	Three sink unit		1 No

1	Lifts 15 passengers (B+G+3)	M/S ThyssenKrupp Elevators (India) Pvt. Ltd	03 No
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**LIST OF MAJOR EQUIPMENTS/ACCESSORIES/MACHINES INSTALLED AT PROJECT FOR REPAIR & MAINTENANCE.**

Sr.No.	Specification	Make	Qty.
	<b>Pump Room</b>		
1	Electric Pump 37 HP, 415 V	Kirloskar	02
2	Electric Pump 7.5 HP	Kirloskar	01
3	Electric Pump 50 HP	Kirloskar	01
4	Hydrant	Minimax	30
5	Alarm Panel 10 loop	Morley	02
6	Detectors	Morley/System Sensor	597
7	MCP		20
8	Hooter		20
9	24 V Adaptor		20
10	Control Module	Morley/System Sensor	29
11	RI		141
12	Weather Proof hooter	Ahuja	4
13	Speaker		56
14	PA System	Agni	01
15	Sprinklers	Globe	1106
16	Fire Extinguishers 5 Kg ABC Type	Minimax	40
17	Fire Extinguishers 4.5 Kg CO2 Type	Minimax	8
18	Fire Extinguishers 50 Ltr M. Foam Type	Minimax	1
19	Fire Extinguishers 22.5 Kg CO 2 Type	Minimax	1
20	RRL Hose	Minimax	52
21	Short Branch pipe	Minimax	26
22	Two way/4 way connection/Draw out		08
23	Gong Bell		01
24	Air vessel		05
25	Flow Switch		05
26	Piezo Panel		01
27	Butterfly Valve/Sluice Valve 200/150/80 mm	Kirloskar	19
28	NRV 150/80 mm	Kirloskar	08
30	Hose Reel	Minimax	20

## 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				
		2012-13	2013-14	2014-15	2015-16	2016-17
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 SEVEN YEARS ENDING PREVIOUS DAY OF LAST DATE OF  
SUBMISSION OF TENDER.

S. No	Name of work/ project and location	Owner or sponso ring organiz ation	Cost of work in crores	Date of commen cement as per contract	Stipulat ed date of complet -ion	Actual Date of completion	Litigation /Arbitrati on 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 percent- age 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" &amp; "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 &amp; 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)

## 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.
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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 Electrical Engineering construction the applicant has specialization and interest?
12. Any other information considered necessary but not included above.

Signature of Applicant(s)

FROM 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

## FORM 'H'

**To be filled up by composite tenderer and main tenderer**

**DETAILS OF CONSTRUCTION PLANT AND EQUIPMENT LIKELY TO BE USED IN CARRYING OUT THE WORK.**

Sr. No:	Name of equipment	Nos.	Capacity or type	Age	Condition	Ownership status			Current location	Remarks
						Presently owned	Leased	To be purchased		
1	2	3	4	5	6	7	8	9	10	11
<b>Earth moving equipment</b> 1. Excavators (various size) <b>Equipment for hoisting &amp; fitting</b> 1. Tower crane 2. Builder's hoist <b>Equipment for concrete work</b> 1. Concrete batching plant 2. Concrete pump 3. Concrete transit mixer 4. Concrete mixer (diesel) 5. Concrete mixer (electrical) 6. Needle vibrator(electrical) 7. Needle vibrator(petrol) 8. Table vibrator (elect./petrol) <b>Equipment for building work</b> 1. Block making machine 2. Bar bending machine 3. Bar cutting machine 4. Wood thickness planer 5. Drilling machine 6. Circular saw machine 7. Welding generators 8. Welding transformers 9. Cube testing machines 10. M.S. pipes 11. Steel shuttering 12. Steel scaffolding 13. Grinding/polishing Machines										
<b>Equipment for road work</b> 1. Road rollers 2. Bitumen paver finishers 3. Hot mix plant 4. Spreaders 5. Earth rammers 6. Vibratory road rollers <b>Equipment for transportation</b> 1. Tippers 2. Truck <b>Pneumatic equipment</b> 1. Air compressors(diesel) <b>Dewatering equipment</b> 1. Pump (diesel) Pump (electric) <b>Power equipment</b> 1. Diesel generators <b>Any other plant/equipment</b>										

## **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](http://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](http://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](http://www.tenderwizard.com/HPL) to have user ID & password by submitting a non-refundable annual registration charge of Rs. 2,360/-(inclusive of GST, 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](http://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 1455/- 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](http://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 23-04-2018 in the prescribed format given on the websites and bids received online shall be opened at 15:30 Hrs on 23-04-2018. 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	<a href="mailto:twhelpdesk618@gmail.com">twhelpdesk618@gmail.com</a>