



TENDER DOCUMENT

(Through e-Tendering)

Planning and Designing, Conceptual Layout, Surveying, Estimating, Structural Design, Preparation & Submission of Drawings and all other allied Architectural & Engineering Consultancy Services for the work of “Construction of Night shelters for Urban homeless persons at different places in Haryana”.

NIT No. HPL/DGM(C)/TC /Haryana/2018-19/34 dated: 28.07.2018

ISSUED TO :-

HINDUSTAN PREFAB LIMITED

(A Govt. of India Enterprise)

Jangpura, New Delhi-110014

CIN: U74899DL1953GOI002220

Ph- (011) 43149800-899, Fax: (011) 26340365

WEB: www.hindprefab.in, Email: :- hindprefab@gmail.com

HINDUSTAN PREFAB LIMITED
JANGPURA, NEW DELHI- 110014

NOTICE INVITING E-TENDER

1. NIT No. HPL/DGM(C)/TC /Haryana/2018-19/34 dated: 28.07.2018

2. Sealed e-tenders are invited from technically & financially sound and experienced A&E Consultants / Architects to render their professional services for the following work in two bid system as detailed below:-

Tendering Document No.	NIT No. HPL/DGM(C)/TC /Haryana/2018-19/34 dated: 28.07.2018
Name of the Work	Planning and Designing, Conceptual Layout, Surveying, Estimating, Structural Design, Preparation & Submission of Drawings and all other allied Architectural & Engineering Consultancy Services for the work of “Construction of Night shelters for Urban homeless persons at different places in Haryana”.
Project Duration	06 Months
Estimated Cost of Project	Rs. 20.00 Cr.
Estimated Cost of A&E Consultancy work	Rs. 20 Lakh
Earnest Money Deposit	Rs. 40,000/- in the shape of DD only in favour of Hindustan Prefab Limited and, payable at New Delhi (Bank Guarantee will not be accepted)
Non-refundable cost of Tender document	Rs. 3,000/- (Non Refundable) in the shape of DD in favour of Hindustan Prefab Limited and, payable at New Delhi
Non-refundable cost of e-tender processing fee	Rs 1,180/- (Non Refundable) through e-payment gateway to ITI Ltd.
Last date & time of submission of online tender	Up to 15:00 Hrs. by 06.08.2018
Period during which hard copy in Original of EMD, Cost of Tender Document, proof of e-tender processing fee, letter of Acceptance of tender conditions/ enlistment order of the Architect/Consultant and other documents as per NIT (Eligibility criteria) shall be submitted. (Do not submit hard copy of financial bid)	Before and up to 15:00 Hrs. on 06.08.2018 in the office of Dy. General Manager (Engg.)-TC at Hindustan Prefab Limited, Jangpura, New Delhi-110014.
Date & Time of Opening of technical tender	.
Validity of offer	180 days from the date of opening of tender
Presentation Date, Time & Venue	On 07.08.2018 at 12:00 Hrs., Head Office, HPL, New Delhi
Opening of price bid	To be intimated later on via email only

Financial Bid : Financial Bid shall be opened only of those agencies who have qualified the technical

evaluation and presentation by the committee.

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

- 2.0 The intending tenderer must read the terms and conditions of HPL carefully. He should only submit his tender if he considers himself eligible as per eligibility criteria and he is in possession of all the documents required.
- 3.0 **Those intending tenderers/Architect/Consultant not registered on the website i.e. www.tenderwizard.com/HPL mentioned above with M/s. ITI, are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the website i.e. www.tenderwizard.com/HPL.**
- 4.0 The intending tenderer must have class-III digital signature to submit the tender.
- 5.0 The Tender Document as uploaded can be viewed and downloaded free of cost by anyone including intending tenderer. But the tender can be submitted only after uploading the mandatory scanned documents such as (a) Demand Draft of any Scheduled/ Nationalized towards cost of tender document, (b) proof of deposit of e-Tender Processing Fee, (c) Demand Draft of any Scheduled/ Nationalized against EMD & all other documents as per Notice Inviting e-tender.
- 6.0 **Set of Contract / Tender Documents:**
The following documents will constitute set of tender documents:-
 - a) Notice Inviting e-Tender
 - b) Conditions of contract
 - c) Financial Bid
 - d) Acceptance of Tender Conditions
 - e) Integrity Pact
 - f) Corrigendum, if any
- 7.0 If any problem related to online filling, please contact help desk no. 011-49424365. If not satisfied with help desk response, kindly contact Tender Cell : 011 43149800 (136)
- 8.0 HPL will not responsible for any type of failure of network at Architect/Consultant end. So you are advised to fill tender with sufficient time in hand to avoid last moment rush.
- 9.0 E-tendering processing fees can be seen on www.tenderwizard.com/HPL
- 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 as per schedule.
- 16.0 Architect/Consultant can upload documents in the form of JPG and PDF format.
- 17.0 Architect/Consultant to upload scanned copies of all the documents including valid GST registration/PAN No. as stipulated in the tender document.
- 18.0 If the Architect/Consultant 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 Architect/Consultant 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, Architect/Consultant must ensure to quote single percentage rate. The column meant for quoting rate in figures appears in pink color 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 Architect/Consultant 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 Architect/Consultant. The column meant for quoting rate in figures appears in pink/yellow colour and the moment rate is entered, it turns sky blue. The Rate shall be Quoted up to 2 Decimals.
- 23.0 In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the tenderers, rate of such item shall be treated as "0" (ZERO).
- 24.0 The tenderer if required may submit questions in writing by e-mail at tendercellhpl@gmail.com to seek clarifications latest by **04.06.2018** to the office of DGM-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.
- 25.0 The tender document submitted/uploaded by the Architect/Consultant should be self attested.
- 26.0 Hindustan Prefab Limited (HPL) reserves the right to accept or reject all tenders in part or full without assigning any reason thereof. HPL also reserve the right to award the work amongst more than one bidder at L-1s's accepted rates terms and conditions, if required.
- 27.0 HPL will not be responsible for ignorance of corrigendum

Important Note:-

- (1) The tenders are being invited on “**No Cost No Commitment Basis**”. If because of any reason / circumstances, the project does not take off, no payment shall be made to the A&E Consultant and Consultant shall not have any claim what so ever.
- (2) 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.

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

Annexure-I

ACCEPTANCE LETTER
TO BE ENCLOSED ALONGWITH EMD IN ENVELOPE – I

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

NAME OF WORK : **Planning and Designing, Conceptual Layout, Surveying, Estimating, Structural Design, Preparation & Submission of Drawings and all other allied Architectural & Engineering Consultancy Services for the work of “Construction of Night shelters for Urban homeless persons at different places in Haryana”.**

NIT No. HPL/DGM(C)/TC /Haryana/2018-19/ 34 dated: 28.07.2018

Sir,

ACCEPTANCE OF TENDER CONDITIONS

1. The tender documents for the work as mentioned in “NIT” have been sold to me/us by Hindustan Prefab Limited and I / we hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
2. The contents of the Tender documents (Instructions to the Tenderers) have been noted wherein it is clarified that after unconditionally accepting the tender condition in its entirety, it is not permissible to put any remark(s)/ conditions (s) (except unconditional rebate on price, if any) in the tender enclosed in “Envelope-1” and the same has been followed in present case.

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

3. The required earnest money for this work is enclosed herewith.
4. It is to confirm that we have seen all the corrigendum’s / addendums issued by HPL upto the last date and time of submission of tenders.

Yours faithfully,

(Signature of the tenderer)
With rubber stamp

Dated: _____

Instructions to Tenderer (ITT)

- 1.0 Online sealed open e-tenders on behalf of Ministry of External Affairs are invited for the work of **Planning and Designing, Conceptual Layout, Surveying, Estimating, Structural Design, Preparation & Submission of Drawings and all other allied Architectural & Engineering Consultancy Services for the work of “Construction of Night shelters for Urban homeless persons at different places in Haryana”.**
- 2.0 The estimated cost of the project is Rs. 20.00 Cr. (approx). These estimates however are given for merely as a rough guide.
- 3.0 The tender document as uploaded can be seen on website www.tenderwizard.com/HPL or www.eprocure.gov.in and can be downloaded free of cost.

4.0 Mode of Submission.

Earnest Money Deposit

Earnest Money Deposit of amount as mentioned in "NIT" required to be submitted along with the tender shall be in the form of Demand Draft payable at place as mentioned in NIT in favour of Hindustan Prefab Limited from any Nationalised/Scheduled Bank. The EMD (DD) shall be valid for minimum period of 180 (One Hundred Eighty) days from last day of submission of Tender. The EMD shall be scanned and uploaded to the e-Tendering website within the period of tender submission and original should be deposited in office of HPL.

The EMD of all unsuccessful tenderers will be returned within thirty (30) days of the 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. EMD of L1 party will be adjusted in SD on award of work

- 5.0 Interested bidders who wish to participate in the tender has also to make following payments in the form of Demand Draft of any Nationalised/Scheduled Bank and to be scanned and uploaded to the e-Tendering website within the period of bid submission :

Cost of Bid Document- Rs. 3,000.00 in the shape of DD in favour of Hindustan Prefab Limited payable at New Delhi.

E-Tendering processing fee- Rs. 1,180/- through e-payment only.

Demand Draft against EMD and Cost of tender Document & Acceptance Letter 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.

Certificate of work experience (if required) and other documents as specified in the tender and Technical Bid shall be scanned and uploaded to the e-Tendering website within the period of tender submission and certified & self attested with stamp copy of each shall be deposited in a separate envelope marked as "Technical Bid".

- 6.0 Both the envelopes shall be placed in another envelope with due mention of Name of work, date & time of opening of tenders and to be submitted in the office of HPL after last date & time of submission of tender on **06.08.18 and up to 15.00 Hrs.** The documents submitted shall be opened on the same day.

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

7.0 The tender submitted shall become invalid if:-

- i) The tenderer is found ineligible.
- ii) The tenderers do not upload all the documents (including GST registration/PAN No.) 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 Bid. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the HPL, then the HPL shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further the tenderers shall not be allowed to participate in the retendering process of work.

9.0 ACCEPTANCE OF TENDER

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

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

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

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

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

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

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

- 16.0 Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 17.0 The tender award, execution and completion of work shall be governed by tender documents consisting of (but not limited to) Letter of Award/Letter of work order, Bill of Quantities, Conditions of Contract.

18.0 ADDENDA/CORRIGENDA

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

19.0 CLARIFICATION AFTER TENDER SUBMISSION

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

- 19.01 Consultant firm or Engineering firm which fulfils the eligibility criteria in the NIT shall be permitted to take part in bidding process.

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

- Demand Draft against EMD
- Demand Draft of any Scheduled Bank towards cost of Bid Document.
- Letter of acceptance of all tender conditions of NIT.
- Certificates of work experience and documents pertaining to eligibility criteria/Technical Bid/NIT.
- List of Technical Manpower
- GST registration, PAN No.
- Copy of Power of Attorney / Partnership Deed duly self attested by the owner of the firm

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

20.01 Technical Qualification

The details of the buildings to be constructed are given in scope of work in General Conditions of Contract (GCC) of the tender document.

The eligible tenderers are required to participate in the presentation before the Committee constituted for the purpose by HPL. The Architect firm/Consultant shall bring hard & soft copy of related details at the time of presentation. The date, time and venue for presentation is **07.08.18, at 12:00 Hrs in HPL Conference Hall, Jangpura.**

The committee shall evaluate the presentation and would assign the marks independently and then the assigned marks would be included in the marks obtained by the bidder in technical bid as per NIT.

The consultant shall have no right to challenge the marks assigned by the individual member of the committee and, individual member of the committee shall have no liability to applicant in this regard. No correspondence would be entertained challenging or contesting the marking by the individual member of the committee.

The committee will select the Architects firms/Consultant on the basis of their Technical evaluation. The financial bid of that Architect firm/consultant shall only be opened who secure minimum 70% out of total marks in the Technical evaluation.

The committee shall evaluate the Technical evaluation of consultants by applying the evaluation criteria, sub-criteria, and point system as stipulated here in under.

21.0 Tender Evaluation

- 21.01 The bid document of the participating Architects will be evaluated by a duly constituted/authorized committee of HPL based on the following criteria for Technical Bid (based on information provided by the bidders). Therefore the bidders are requested to provide authenticate, updated documentary evidential information along with their bid. No request for subsequent production of documents will be allowed.

21.02 Technical Evaluation Methodology:

Eligible bidders shall be evaluated for a score (A) to short list the qualified bidders for financial bid on the basis of project experience, manpower & infrastructure as follow:-

S. No.	Items	Marks
1.	Building Projects Designed & completed (subject to maximum 20 marks):-	20
	Building Projects with some Central/State Government Organization / Central Autonomous Body /Central Public Sector Undertaking of value (within the last 5 years)	
	(a) Rs. 09 Crores will carry 10 marks each for a maximum of 20 marks	
	(b) Rs 18 Crores will carry 20 marks	
2.	Completion Certificates of Architectural & Engineering Consultancy Services for the work of Building Works/Interior works/Civil Construction Work completed of value (within the last 5 years) each. (subject to maximum 15 marks)	15
	(a) Each certificate of value Rs. 09 Crores will carry 7.5 marks.	
	(b) Each certificate of value above Rs. 18 Crores and above shall carry 15 marks.	
3.	Technical Manpower & in-house Infrastructures(subject to maximum 10 marks).	10
	The Technical Staff with the consultant on full time basis (10 marks)	
	i. Either at least one Director/Partner of the agency are the architect with valid registration from council of Architect with at least 10 Years of experience subject to maximum 05 marks.	
	ii. For each graduate Architect/ Engineer with at least 2 yrs. service with the firm and minimum 10 yrs of experience overall, 2 marks each subject to maximum 02 marks.	
	iii. For each post graduate Architect/ Engineer in Structural, Electrical, PHE, Air-conditioning etc. with at least 2 yrs. service with the firm and minimum 5yrs of experience overall, 2 marks each subject to maximum 02 marks.	
	iv. Interior Designer with at least 2 yrs. service with the firm and minimum 5yrs of experience overall, 1 mark each subject to maximum 01 mark.	
4.	Quality of the Concept Plan and design concept in the form of Power Point Presentation and hard copy as detailed in Table- 1	35
	Total – (Score A)	80

Note:- 1. List of Mandatory Documents (point no. 20.00) shall also be considered under eligibility criteria.

2. 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; Calculate from the date of completion to last date of receipt of application for tenders.

Table –1

Evaluation criteria of the Design Concept presentation.(In Reference to Draft Project Report)

SN	Items	Marks
A	Master Planning and Zoning	15
1	Cost effective Site Utilization & Grouping of Functions.	5
2	Site Orientation	
a)	Massing (Compactness)	5
b)	Circulation (integration)	2
3	Landscape blending with existing profile	3
B	Design Concept Planning	10
1	Aesthetics & Environmental friendly considerations	2
2	Energy efficient building design	2
3	Disaster resistant methods/ technologies	2
4	Innovative Modern Global and Contemporary Architectural features	2
5	Economical Design	2
C	Presentation	10
1	Overall Presentation	2
2	Over all understanding, Planning & Design of Project	5
3	Interpretation of Design Concept & Interaction on concept and response to queries of the committee members.	3
	Total	35

The markings shall be based on the supporting documents submitted along with the Technical Bid. The bidders are also required to submit a self evaluation sheet along with the Technical Bid. The supporting documents should be numbered and referred in the self evaluation sheet to support the self marking.

21.03 Opening of Financial Bids :

The Financial bids of only those agencies will be opened who are qualified in the Technical evaluation and Presentation by the committee.

The date of opening of financial bid shall be intimated accordingly and shall be opened in the presence of selected bidders /Architect Consultants or their representatives who wish to attend.

21.04 Quality of Planning & Design Works:

The Selection Committee shall also evaluate the Quality of Planning & Design Works Done by the bidders (Based on Photographs, Drawings etc. of Completed Projects submitted and inspection of project sites, where necessary). Therefore, bidders are requested to submit and present their documentations in the most diligent manner. The Final Selection shall be made by the Selection Committee based on the above scores A, and, B, from the Prices Quoted in the Financial Bid.

The financial bids of only those Architects will be opened who score more than or equal to 56 out of 80 in the above rating points in the above mentioned Technical Evaluation. The Bidders(s) may please note that 80% weight age will be given to the Technical Bid i.e. Technical Evaluation and 20% weight age will be given to the financial bid (Rates quoted in the enclosed proforma) and composite score shall be worked out.

As per the example below, the weight age of 80% on Technical Bid and 20% on Financial Bid will be applied.

Let us assume the 3 participating Architects scoring more than or equal to 56 out of 80 scoring points in the technical evaluation (technical bid) and their quoted fee is as under:

S. No	Description	Scoring Points	Quoted Fee (in %)
1	Architect A	60	1.50
2	Architect B	70	2.00
3	Architect C	75	2.50

Since the technical scoring points is out of 80 and the weight age in technical bid is also 80%, therefore percentage wise the technical scores will remain as it is i.e. for Architect A scoring points will be 60 ($60/80 \times 80\% = 60\%$) and similarly for Architects B & C it will be 70 and 75 respectively.

For the financial bid the minimum fee i.e. 1.50% will be given 100 percentage and percentage of the other Architects will be worked out on proportionate basis and thereafter weight age of 20% will be applied on marks so obtained. The marks so obtained by all the Architects will be added to the technical bid marks and the composite score shall be worked out.

Marks obtained by Architect A: $60 + 1.50/1.50 \times 20 = 80$ marks

Marks obtained by Architect B: $70 + 1.50/2.00 \times 20 = 85$ marks

Marks obtained by Architect C: $75 + 1.50/2.50 \times 20 = 87$ marks

As per the combined scoring, the Architect C gets the maximum overall marks and will be considered for appointment

22.0 **Selection of Architect:**

The assignment shall be awarded at the lowest quoted fee of the technically eligible bidders. However, the first opportunity shall be given to the bidder with the highest composite score to work at the L1 fees. If the bidder with the highest composite score refuses, the option will be given to next highest composite score bidder to work at the L1 fees. The award will be given to the bidder willing to work at the L1 fees in the order of composite scores.

23.0 Even though the applicant may satisfy the above requirements, he/she would be liable to disqualification, if he/she has made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures.

24.0 The successful consultant(s) for the purpose of execution of the services, progress review and monitoring, shall submit, a detailed work schedule and PERT network / CPM indicating completion of all major activities as per the milestones indicated for completion of such activities in the RFP Document for consideration and approval by the HPL. This approved schedule / network shall be pre-requisite for signing of the Contract Agreement and shall form part of the Contract Agreement. Further the consultant shall also submit another schedule, which is the most detailed schedule depicting all activities involved for each of the major milestones/ activities involved in consultation with the HPL for approval by the Engineer in- Charge at the site.

25.0 Confidentiality

Information relating to evaluation of tenders and recommendations concerning awards shall not be disclosed to the Architect firm/consultants

who submitted the tender or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its tender and may be debarred from participating in future tenders

Dy. General Manager (C)

Issued to:

M/s. _____

UNDERTAKING

(To be enclosed along with EMD in Envelope-I)

I/We of M/s. _____ bidder for the work of **“Surveying, Estimating, Structural Design, Preparation & Submission of Drawings, Models and all other Architectural & Engineering Consultancy Services for the work of “Construction of Night shelters for Urban homeless persons at different places in Haryana”.** with M/s. Hindustan Prefab Limited do hereby undertake that I/We agree to unconditionally accept all the terms and conditions mentioned in the tender documents.

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

Signature of the Bidder

or Authorised Person

Name of the Firm

Seal of the Firm

SPECIAL CONDITIONS OF CONTRACT

(These general conditions of contract shall supersede the relevant General Conditions of GCC. 2014 (CPWD) / Form 7/8)

1.0 SCOPE OF WORK:

Construction of Night shelters for Urban homeless persons at different places in Haryana using PUF panel or any other technology finalized by the Clint/HPL complete in all respects including Design , Supply , Installation , Civil works , Electrical works , Sanitary , plumbing & water supply.

Project Duration: 6 months

The scope of work shall include preparation of Master Plan of the infrastructure and site development work including site survey & Soil testing etc. Work involves preparation of Concept Plans, Design, Drawings, Specifications, Architectural & Structural, Fire Fighting, Plumbing, Sanitary, Interior & Furnishing, Site visits, preparation of BOQs & bid documents, Rate Analysis, detailed Engineering of all Services and approval of shop drawings, weekly meetings on site as required to resolve the issues and implement any changes or take specified data for revision of drawings or for providing additional details including getting all approvals / NOC / Clearances from various local authorities for start of work and to occupy the building after completion of work i./c getting completion & occupancy certificates and all other required works for “Surveying, Estimating, Structural Design, Preparation & Submission of Drawings and all other Architectural & Engineering Consultancy Services for the work of “Construction of Night shelters for Urban homeless persons at different places in Haryana” including getting all clearances / NOC’s / Approvals etc. complete.

2.0 Design Parameter

The Prefab structure will be designed as per IS 875 /1987 reaffirmed 2003 for structural design in plain areas in 1:4 slope covering wind velocity of 55 meters/sec, as per Seismic Zone & ambient temperature ranging from 0 to 50 degree.

3.0 Building sizes

Size of the Proposed Night Shelters for Urban homeless will vary as per the site requirement or availability of land.

A – PLANNING STAGE

- 1.01 Undertaking visits to HPL/ Client office & to site to collect details/data/information required for planning purpose, holding necessary discussions with the Clients and HPL and obtaining requirements of project and attending meetings at site of work or HPL's Office, Client's Office as and when required by HPL, to carryout detailed survey of the project location including detailed site survey i/c recording RL's, contour and site map preparation with physical dimensions of the Site/Plot. The Consultant must visit the site of work and must meet the SUDA officials before preparation of concept plans. Photographs of the site visit is to be enclosed by the A&E Consultant.
- 1.02 Preparation and submission of "Detailed Plan" of entire complex and obtaining necessary approvals from client and statutory bodies including submission of photographs and other documents required in connection with approval from clients and Statutory Bodies.
- 1.03 The Architect / Consultant will make the presentation related to the project as and when required by the client / HPL
- 1.04 The Consultant shall be fully responsible for evolving safe, economic, technically sound and correct design and shall ensure that the planning and designing of the project as per specifications of clients, latest ISI codes of practices, legislation, other relevant bye-laws and good engineering practices.
- 1.05 The Consultant will give undertaking that the estimate / design and other documents related to the projects will be prepared and furnished to suit the particular local conditions of the site in the most economical manner. The Consultant will work out economic design and adopt specification so as to ensure that the estimate approved by clients at initial stages is not exceeded on completion of work.
The Consultant will submit the detailed BOQ and DPR complete in all respect within two weeks of award of work.

B - Implementation of project.

- 1.06 To carryout Soil Investigation for the project and submission of complete data / Test Report of each Site. Soil Investigation shall be carried out by the Consultant. Site photographs showing Soil Investigation being carried out at site with dates for each and every bore hole shall have to be submitted by the A&E Consultant. Soil Investigation have to be got done through a reputed and expert Soil Investigation Agency immediately within 03 days of approval of concept plans. Soil Test Reports are to be got vetted / proof checked by the A&E Consultant from any reputed Institute like IITs, NITs, CBRI-Roorkee or as approved by Engineer-in-Charge.
- 1.07 Preparation and submission of preliminary drawings, designs, specifications and preliminary cost estimates for each and every building/ structure including internal services complete and including getting all necessary approvals, NOC's / Clearances from clients/ Statutory Bodies for start of work including preparation and submission of 02 Nos. Models of appropriate size as approved by Engineer-in-Charge.

The Concept plans, Walk thru & 3 D- views shall have to be submitted by the A&E Consultant within 02 days of award of work and Models as per the approved concept plans & 3 D-views shall have to be submitted by the A&E Consultant within 03 days of approval of Concept plans.
- 1.08 Preparation and submission of detailed Architectural drawings, designs and specifications for building / structures suitable for construction and releasing to site including getting necessary approval from clients wherever required.

- 1.09 Preparation and submission of detailed structural designs & drawings, fabrication and erection drawings and detailed bar bending schedule based on approved Architectural drawings, for various buildings/ structures complete, suitable for construction and release to site including getting approvals from clients wherever required including getting vetting / proof checking of the structural design / drawings from any reputed Institutes like IITs / NITs / CBRI-Roorkee as directed / approved by the Engineer-in-Charge.
- 1.10 Preparation and submission of detailed designs, drawings and documents for all internal utility services like plumbing, Sanitary, fire-fighting, electrification, Air-conditioning etc. as per the requirements of the project suitable for construction and release to site including getting necessary approval from clients, wherever required.
- 1.11 Preparation of designs drawings and documents pertaining to external utility services like water supply, sewerage system, storm water drainage, fire fighting system, water supply system, roads/ paths, boundary walls, external electrical works and any other specialized extra services as per project requirement suitable for construction and release to site including getting necessary approvals from clients, wherever required.
- 1.12 Preparation and submission of detailed bills of quantities, detailed estimate including preparation and submission of detailed take off calculations sheets, analysis of rates and tender documents for all works covered under clauses 1.05 to 1.10 including issue of adequate number of tender documents along with necessary drawings for the purposes of inviting tenders. Separate tender documents may be required to be submitted for different works as decided by HPL.
- 1.13 Carrying out all modifications / deletions / additions / alteration in design/ drawings / documents as required by client and HPL for proper execution of works at site till completion and handing over of the project to the client.
- 1.14 Periodic supervision of works to ensure adherence on the part of the contractor's execution of work as per detailed drawings and specifications, including sorting out problems and issue of necessary clarifications at site including preparation of additional drawings and details for proper execution of work at site. The visit to the site at Construction stages will be as and when required in the exigencies of work but the consultant will adhere the below schedule:

The A&E Consultant shall have to visit the construction site at a interval of every 20 days from the start of work to up to completion of work.

For the site visits, the Consultant has to make the entries in respect of site visits to the site in the register maintained at project site and has to submit his report along with photographs of the each site visit.

- 1.15 Preparation and submission of completion reports, completion drawings/ as built drawings and maintenance schedules and documents for the project as required and acceptable to clients including getting all necessary approval / NOC's / Clearances and Completion Certificates & Occupancy Certificate from Municipality/ Statutory Bodies.

2.0 PAYMENT OF CONSULTANCY FEES

- 2.01 The rate of consultancy fee, quoted as the consultancy Percentage (%) of the estimated cost of works shall be firm, fixed and final and inclusive of all taxes excluding GST as applicable and valid till completion of the project. The Consultancy fee shall be paid on the estimated cost of the work or actual cost of the work on completion whichever is lower. The completion cost shall exclude the following:-

- a) Cost of Land.

- b) Plan approval and service connection deposits and fees to local and /or statutory bodies/ State/Central Govt., paid/payable by the Client/Executing Agency.
- c) Any other services, fittings and fixtures which are not designed and planned by the Consultant.
- d) Cost of demolition of the existing building or its portion. Any in fructuous expenditure as a result of demolition etc. and cost of any rejected work.
- e) Cost of supervisory and other establishment employed on work by Consultant or the Client/Executing Agency.
- f) Other contingent expenditure like press advertisement, publicity, cost of foundation stone, inauguration ceremonies of building etc.
- g) Escalation in the cost of work due to increase in rates of materials, labour etc. after award of work.
- h) Any deviation in the items of work not authorized by the Client/Executive Agency prior to its execution.
- i) Cost of any equipment which does not come under the scope of works of consultant.
- j) Expenses relating to all legal fees and taxes etc. payable to various statutory and local authorities paid by Client/Executive Agency.
- k) Any payment towards reimbursement of taxes and duties, levies, cess etc.
- l) Agency charges of Executing Agency.
- m) Cost of Laboratory Charges for Testing of Material etc.

If any additional work is awarded / required by SUDA, Services for the same shall be provided by the A&E consultant on the same rates and terms & conditions.

3.0 MODE OF PAYMENT

Below mentioned stages for payments will be applicable after the award of work from the Client:

On completion of works in stages

S.N.	Stages as per GCC	Description	% of total consultancy fee	Duration
3.01	1.01-1.05	Site survey, Preparation of detailed Plan, Planning and designing of Project and submission of detailed BOQ and DPR	5%	2 weeks after award of work
3.02	1.06-1.07	Soil Investigation, Submission of Preliminary drawings, designs, specifications and preliminary cost estimates for each and every building/ structure complete in all respect and including getting all necessary approvals.	5%	2 weeks after award of work
3.03	1.08-1.10	Preparation and submission of detailed structural designs & drawings, fabrication and erection drawings and detailed bar bending schedule based on approved Architectural drawings, drawings and documents for all internal utility services like plumbing, Sanitary, fire-fighting, electrification, Air-conditioning etc.	15%	2 weeks after approval of Concept Plan
3.04	1.11	Preparation of designs drawings and documents pertaining to external utility services like water supply, sewerage system, storm water drainage, fire fighting	10%	3 weeks after approval of

		system, water supply system, roads/ paths, boundary walls, external electrical works and any other specialized extra services as per project requirement suitable for construction and release to site including getting necessary approvals from clients, wherever required.		Concept Plan
3.05	1.12	Preparation and submission of detailed bills of quantities, detailed estimate including preparation and submission of detailed take off calculations sheets, analysis of rates and tender documents for all works covered under clauses 1.05 to 1.10 including issue of adequate number of tender documents along with necessary drawings for the purposes of inviting tenders. Separate tender documents may be required to be submitted for different works as decided by HPL.	15%	3 weeks after approval of Concept Plan
S.N.	Stages as per SCC	Description	% of total consultancy fee	Duration
3.06	1.13-1.14	Modifications / deletions / additions / alteration in design/ drawings / documents as required by client and HPL. Periodic supervision of works to ensure adherence on the part of the contractor's execution of work as per detailed drawings and specifications, including sorting out problems and issue of necessary clarifications at site including preparation of additional drawings and details for proper execution of work at site.	25%	As per work progress
3.07	1.15	Preparation and submission of completion reports, completion drawings/ as built drawings and maintenance schedules and documents for the project as required and acceptable to clients including getting all necessary approval / NOC's / Clearances and Completion Certificates & Occupancy Certificate from Municipality/ Statutory Bodies.	25%	On completion of work

HPL shall release running payments on pro-rata basis after receiving the payment from the client for various stages depending upon extent of their completion and decision of HPL in this regard shall be final.

4.0 TERMS AND CONDITIONS

4.01 The Consultant shall furnish an unconditional and irrevocable performance guarantee on the Performa of HPL from a Nationalised Bank to the extent of 5% of the value of total consultancy fees of Consultant at the time of signing of Contract Agreement. This bank guarantee shall remain valid till twelve months after execution of work and handing over all works of the project to clients by HPL including getting issued all the NOCs / Clearances / Approvals/ Occupancy Certificates/ Completion Certificate from the concerned local authorities.

- 4.02 5% of the fees payable to the Consultant shall be retained from the Running bills as 'Retention Money' in addition to the performance guarantee and the same shall be released to the Consultant three months after completion of defect liability period of one year from the date of receiving of occupancy certificate.
- 4.03 Payment of running bills shall be made to the Consultant based on the contract value at which work is awarded by HPL to contractor or approved estimated cost (excluding HPL's agency charges), whichever is lower. The payment shall however be made from the Registered Office of HPL situated in New Delhi through RTGS / NEFT. In case the payment is required by D.D., the charges shall be borne by the Consultant.
Notwithstanding what is stated in Para 2.0 and 3.0 above, the payment of fees to the Consultant shall be released only after the financial sanction of project is received by the HPL from clients and money released by the clients to HPL against this project. The Consultant shall have no claim on HPL in case release of money is delayed by clients or project is not sanctioned to HPL.
- 4.04 The final fees payable to the consultant shall be determined on the basis given in para 2.0 and difference, if any, in the fees payable and already paid at various stages shall be adjusted at the last stage of the payment given under Para / clause 3.0.
- 4.05 The Consultant shall design, redesign, modify and make changes in the design, drawings, details etc. till they are finally approved by clients and as required for completion trial run, defect liability period and handing over of the project to clients, within the fees agreed by the Consultant in Para 2.0 and nothing extra shall be payable to Consultant in this regard.
- 4.06 **PAYMENT TOWARDS VISITS**
- All expenses for visits to the sites (before/ during execution of work and after completion of work) by the Consultant in connection with planning, designing, detailing, obtaining approval from clients / HPL / Statutory bodies and during construction and completion stage of work shall be borne by the Consultant and deemed to be included in his quoted fees.
- The Consultant shall prepare necessary models, as mentioned, in connection with approvals of scheme prepared by them from clients/ statutory bodies etc. at his own cost.
- 4.07 If at any time after award/ start of work, the client decides to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the HPL shall give notice in writing to this effect to the Consultant and the Consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.
- 4.08 The Consultant shall supply free of charge to the HPL, the following documents:
- Six sets of complete detailed design calculations (structural and other services) including supply of drawings incorporating subsequent modifications / revision, if any.
 - Six sets of each of all working drawings for Architectural & Structural of Civil works, Electrical works, Fire fighting, Plumbing, Sanitary, Interior and Furnishing works, based on the approved drawings including supply of drawings incorporating modifications / revision, if any.
 - Six sets of detailed estimates and rate analysis of all works.
 - Adequate number of tender documents and drawings.

- e) Adequate number of additional design, drawings and other documents needed for proper execution of works.
 - f) Six sets of completion drawings (cloth mounted) and detailed documents duly approved by local authorities.
- 4.09 The Consultant shall provide the documents, drawings, design, details as required for timely completion of works within the time period mentioned against each activity and the same is part of this agreement. The consultant shall complete the said works within this agreed time schedule. No extension of time for completing the same shall be made owing to any variations made in the works by the orders of the clients/HPL, unless the clients in consequences of such variations extends the time allowed to HPL for the completion of the works, in which case HPL may extend the time for completion under this agreement for a proportionate period but not greater than the time allowed to HPL for the completion of the whole works.
- 4.10 All designs and drawings shall be the property of HPL and the name of HPL shall be predominantly displayed on all the drawings and documents as “Executing Agency”. The originals of approved completion drawings shall be on good quality re-producible on tracing paper. The proprietary rights of design shall remain with Consultant.
- 4.11 The Consultant shall be fully responsible for evolving safe, economic, technically sound and correct design and shall ensure that the planning and designing of the work is carried out based on the tender documents and specifications of clients, latest ISI codes of practices, legislation, other relevant bye-laws and good engineering practices and Consultant shall guarantee the performance of all the structures, conveyances system and services after completion. The bill of quantities and specifications shall be as per CPWD, BIS, MOST, HPL norms as desired by HPL and / or clients.
- 4.12 The Consultant will give undertaking that all drawings, design, specifications, plans, estimates and other documents will be prepared and furnished to suit the particular local conditions of the site in the most economical manner. The Consultant will work out economic design and adopt specification so as to ensure that the estimate approved by clients at initial stages is not exceeded on completion of work. At any stage, during the progress of execution of the work, if any defect is noticed in the drawings, designs, specifications, plans, estimates or other documents, the consultant shall provide free of cost to HPL fresh designs / drawings / specifications / estimates and other documents within a period of the seven days from the date of notice issued by HPL in this regard. The consultant shall also indemnify the HPL due to such defective drawings/ designs/ specifications / estimates / other documents supplied by the consultant subject to a maximum of the consultancy fees.
- 4.13 The Consultant shall ensure at detailed design stage that the project is completed within approved project cost and the actual quantities of works executed at site based on details / drawings given by the Consultant, should not exceed by 3% (three percent) of the quantities given by him at preliminary project report stage on the basis of which the project cost is approved by the clients. In case HPL has to incur extra expenses due to execution of extra quantities / additional work to complete the project, the same shall be recovered from the Consultant up to the extent of maximum 15% (fifteen percent) of total consultancy fees.
- 4.14 While providing consultancy services, the Consultant shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequence / any actions due to any such infringement. Consultant shall keep HPL indemnified all the times and shall bear the losses suffered by HPL in this regard.

- 4.15 The statutory deduction of income tax, or other taxes, duties, labor cess including services tax etc. as applicable shall be made from the payment released to Consultant from time to time and same are deemed to be included in the Consultants fees and nothing extra shall be payable to Consultant in this regard.
- 4.16 Concept plan / Architectural and Structural drawings & detailed estimate (based on SOR Haryana-2016 rates updated Cost Index for the location and market rates for the Non-schedule items if, any) including the detailed BOQ's, technical specifications, drawings of all the items for inviting tenders shall be submitted by the Consultant within maximum two weeks of award of work to the agency on assignment of work for approval.
- 4.17 On approval of concept plan / drawings & detailed estimate, the Consultant shall prepare and submit the building plans for approval of the local authority within 07 days and shall get the same approved within next one week from all the concerned local authorities.

5.0 TERMINATION OF WORK

- 5.1 The work may be terminated at any time by HPL upon one month's notice in writing being given to Consultant, if the Consultant's work is not found to be satisfactory according to the terms of the agreement. In case the agreement is terminated on account of Consultant's work not being satisfactory. HPL will get the work done at the risk and cost of the consultant.
- 5.2 If the scope of work is reduced by the client and the consultant approaches to the client to get the same work for rendering the consultancy services than the performance guarantee, security money, earnest money deposited by the consultant to HPL will be forfeited.

6.0 LIQUIDATED DAMAGES

In case the Consultant fails to complete the work within the contract period or extended period mentioned in clause 4.09 above owing to reasons attributable to Consultant, liquidated damages @ 1% per week of the total fees subject to a maximum of 10% of the total fees payable shall be levied on the consultant. HPL shall be entitled to deduct such damages from the dues that may be payable to the Consultant.

7.0 FORCE MAJEURE CLAUSE

The HPL will not be responsible for any delay / stoppage of work due to force majeure conditions like natural calamities, civil disturbances, strikes, war etc. and losses suffered, if any, by the consultant on this account. The HPL shall not be liable in any way to bear such losses and no compensation of any kind whatsoever will be payable by the HPL to the consultant.

8.0 JURISDICTION

The Courts in Delhi/New Delhi alone will have the jurisdiction to deal with matters arising under this work.

9.0 PROJECT DURATION: 6 months

- 10.0 The successful bidder would have to furnish separate bills for the cost incurred for the below mentioned subheads A to D on completion of each item which shall be part of total percentage fee quoted by them

A) Surveying:-

- Topographical survey including recording of reduced levels, preparation of Contour map, Recording of Physical dimensions of the plot, Indicating /Recording of Land marks & Directions of the plots.
- Geological Survey i.e. Soil testing as required including submission of the Soil testing report

B) Estimating:- Preparation and submission of Estimates including required documents

- PAR estimate
- Detailed estimate including Market rates justifications.

C) Structural Design:-

- Structural Design of the building including proof checking / vetting of the same from any reputed Institutes like IITs/ NITs / CBRI-Roorkee.

D) Drawings:-

- Preparation and submission of Architectural and structural drawings of all the components of work as per scope of work.

11. **ARBITRATION:**

Any or all disputes, differences, or questions which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof shall first be endeavored to be amicably resolved at the top management level of the parties. However, in the event of such dispute, difference or question, etc. remaining unsolved, the same shall be referred to the arbitration by a Sole Arbitrator to be nominated by the Chairman & Managing Director, HPL and the provisions of the Arbitration & Conciliation Act, 1996 shall be applicable. The place of such arbitration shall be at New Delhi

PROFORMA OF BANK GUARANTEE (PERFORMANCE)

Hindustan Prefab Limited,
Jangpura,
New Delhi 110014

Whereas the Hindustan Prefab Limited, (hereinafter called "HPL" which expression shall include its successors and assigns) having awarded the Consultancy Contract for _____ hereinafter called the Contract) to M/s. _____ (hereinafter called the Consultant) at a total price of Rs. _____ subject to the terms and conditions contained in the contract.

Whereas, the terms and conditions of the contract require the contractor to furnish a bank guarantee for Rs. _____ (Rupees _____) being _____ % of the total value of contract for proper execution and due fulfillment of the terms and conditions contained in the contract.

We, the Bank, (hereinafter called the "Bank") do hereby unconditionally and irrevocably undertake to pay to HPL immediately on demand in writing and without protest / or demur all moneys payable by the Consultant to HPL in connection with the performance of the Contract inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by HPL by reason of any breach by the Consultant of any of the terms and conditions contained in the contract as specified in the notice of demand made by HPL to the bank. Any such demand made by HPL on the bank shall be conclusive evidence of the amount due and payable by the bank under this guarantee. However, the Bank's liability under this guarantee, shall be limited to Rs. _____ in the aggregate and the bank hereby agrees to the following terms and conditions.

- i) This guarantee shall be continuing guarantee and irrevocable for all claims of HPL as specified above and shall be valid during the period specified for the performance of the contract including the period of maintenance i.e. up to _____.
- ii) We, the said bank further agree with HPL that HPL shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by HPL against the Consultant under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the Consultant or for any forbearance, act or omission on the part of HPL or any other indulgence by HPL to the contractor or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.
- iii) This guarantee / undertaking shall be in addition to any other guarantee or security whatsoever HPL may now or at any time have in relation to the performance of the works/equipment and the company shall have full recourse to or enforce this security in performance to any other security or guarantee which the HPL may have or obtained and there shall be no forbearance on the part of the HPL in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its full liability. It shall not be necessary for HPL to proceed against the said Consultant before proceeding against Bank.

- iv) This guarantee / undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the Consultant, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to HPL in terms thereof are paid by the Bank.
- v) The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the bank in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the Consultant (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the Consultant stopping or preventing or purporting to stop or prevent any payment by the Bank to HPL in terms hereof.

We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of HPL in writing. Unless a claim is made in writing within three months, i.e. from the date of expiry of the guarantee _____ (three months after the date of expiry) we shall be relieved from all liabilities under this guarantee thereafter.

Signed this _____ day of _____ at _____.

For and on behalf of the Bank

WITNESS:

1. _____

2. _____

G.C.C. 2014 (CPWD)

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

and amendments)