

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)

Year

I. i) Gross Annual Turnover
on construction works

ii) Profit/ Loss

	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18

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

III The following certificates are enclosed:

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

Signature of Applicant(s)

Signature of Chartered Accountant with Seal

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

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

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

Signature of Applicant(s)

PROJECTS UNDER EXECUTION OR AWARDED

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

Signature of Applicant(s)

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

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

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

Dated :

Executive Engineer or Equivalent

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

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

Signature of Applicant(s)

STRUCTURE & ORGANISATION

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

Organization/ Place of registration	Registration No.
-------------------------------------	------------------

The applicant should have a solvency of 40% of estimated cost certified by his Bankers. The solvency certificate should not be more than 6 months old.

5. Name and Titles of Directors & Officers with designation to be concerned with this work.
6. Designation of individuals authorized to act for the organization.
7. Was the applicant ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and reasons of suspension of work.
8. Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so give name of the project and reasons for abandonment.
9. Has the applicant or any constituent partner in case of partnership firm, ever been debarred/black listed for tendering in any organization at any time? If so, give details.
10. Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.
11. In which field of Civil Engineering construction the applicant has specialization and interest?
12. Any other information considered necessary but not included above.

Signature of Applicant(s)

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

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

S. No.	For	Read As
1	Chief Engineer/ DG works/ Chief Engineer (Zone)	CMD, HPL for & on behalf of Punjab National Bank
2	Superintending Engineer	GM (Engg.)
3	Engineer –in –charge	DGM (Engg.)
4	Department	Hindustan Prefab Limited
5	Administrative Head	C.M.D., HPL
6.	Owner	Punjab National Bank, CRDT
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 : Balance work in Construction of Rural Self Employment Training Institute
(RSETI) Building for PNB-CRDT at Kullu in Himachal Pradesh. (at Risk & Cost)

NIT NO: HPL/DGM(Engg.)/TC/PNB/Kullu/2019-20/10 Dated: 04.05.2019

Estimated cost of work :	Rs. 70.29 Lakh
i) Earnest money :	02 % of Estimated cost
ii) Performance Guarantee :	NA
iii) Security Deposit :	10 % of awarded contract amount

GENERAL RULES : Officer inviting tender:
& DIRECTION

In-Charge-Tender Cell

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

Definitions:

2(v) Engineer-in-Charge	Dy. General Manager (Engg), HPL
2(viii) Accepting Authority	Chairman of Tender Approval Committee.
2(x) Percentage on cost of material and labour to cover all over needs and profits	15%
2(xi) Standard Schedule of Rates	DSR 2014
2(xii) Department	Hindustan Prefab Limited
9(ii) Standard CPWD contract Form	CPWD form 7/8 edition 2014 with up to date corrections and amendments.& CVC guidelines.

Clause 1		
i)	Time allowed to enter into an agreement with HPL from the date of issue of LOI.	: 15 days
ii)	Maximum allowable extension beyond period provided in i) above in days	: 07 days
Clause 2	Authority for fixing compensation Under clause 2.	: C.M.D, HPL
Clause 2A	Whether Clause 2A shall be applicable	: Not applicable.
Clause 5	Number of days from the date of issue of letter of acceptance or from the first date of handing over of site (whichever is later) for reckoning date of start	: 03 days
Clause 6,6A	Clause applicable – (6 or 6A)	6 A

Mile Stone(s) as per table given below:

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

<p>Clause 11</p> <p>Specifications to be followed for execution of work(all works)</p>	<p>CPWD specifications with all latest amendments and corrections up to date</p>
<p>Clause 12</p> <p>12.2 & 12.3 Deviation Limit beyond which clauses 12.2 & 12.3. shall apply for building work :</p>	<p>30 %</p>
<p>12.5 Deviation Limit beyond which clauses 12.2 & 12.3. shall apply for foundation work</p>	<p>100%</p>
<p>Clause 16</p> <p>Competent Authority for Deciding reduced rates.</p>	<p>C.M.D., HPL</p>
<p>Clause 18</p> <p>List of mandatory machinery, tools & plant to be deployed by the contractor at site lab but not limited to the followings</p> <p>Excavators (various size)</p> <p>Concrete batching plant, concrete pump</p> <p>Concrete transit mixer</p> <p>Needle vibrator (Petrol) Table Vibrator elect./petrol)</p> <p>Bar bending machine Bar cutting machine.</p> <p>Drilling machine, Grinding/polishing Machines.</p> <p>Steel shuttering & Steel scaffolding, Stone cutting Machine.</p>	

Clause 36(i) Requirement of Technical Representative (s) and recovery rate.

Sl. No.	Minimum qualification of technical Representative	Discipline	Designation (principal Technical/technical Representative)	Minimum Experience	No. of Reps	Rate at which recovery shall be made from the Contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1.	Graduate Engineer	Civil	Principal Technical Representative	05 year	01	25,000/- Per month	Twenty Five thousands Per month
2.	Graduate Engineer Or Diploma Engineer (Civil)	Civil	Technical Representative -Do-	NIL 05 year	01	15,000/- Per month For each -Do-	Fifteen thousands Per month For each -Do-
3.	Graduate Engineer Or Diploma Electrical Engineer	Electrical	-Do- -Do-	Nil 05 year	01	15,000/- Per month For each -Do-	fifteen thousands Per month For each -Do-

Assistant Engineer's retired from Government service that are holding Diploma will be treated at 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	2014 printed by CPWD
ii) Variations permissible on theoretical quantities. (a) Cement	2% Plus/ Minus
(b) Bitumen	2.5% Plus only and Nil on minus side
(c) Steel reinforcement and structural steel section for each diameter, section and category	2% Plus/ Minus
(d) All other Materials	Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl. No.	Description of Item	Rates in figures and words at which recovery shall be made from the Contractor	
		Excess beyond permissible variation	Less use beyond the permissible variation
1.	Cement	Nil	Rs. 600 per bag of 50 kg

HINDUSTAN PREFAB LIMITED
JANGPURA, NEW DELHI - 110 014

SPECIAL CONDITIONS OF CONTRACT

These special conditions shall supercede/ supplement the relevant conditions given in CPWD Form 7/8(Edition 2014 with up to date corrections and amendments) in the tender document.

- 1** EMD of tenderers, who do not qualify in technical bid after evaluation of technical bid, shall be returned within 7 days of receipt of request of refund from them. The tenderers can collect the un-opened financial bid, if they desire, from the office of the Tender Cell.

EMD of tenderers, who qualify in technical bid but unsuccessful in financial bid after opening of financial bid, shall be returned after award of work within 7 days of receipt of request of refund from them.

- 2.** Contractor shall submit the complete programme of construction along with CPM/PERT Chart proposed to be followed for construction within 7 days of award of work.

- 3. RAW MATERIAL :** All materials and labour required for the execution of work shall be arranged by the contractor including cement & reinforcement steel.

4. (i) The contractor shall procure 43 grade (conforming to IS:8112) ordinary Portland cement, as required in the work, of approved makes like ACC, L&T, J.P. Rewa, Ambuja, Binani, Vikram, Shri Cement, Birla Jute and Cement Corporation of India or as approved by Engineer In-charge. Supply of cement shall be taken in 50 kg. bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of relevant BIS codes. In case test results indicate that the cement arranged by contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-Charge to do so.

ii) The cement go-down of the capacity to store a minimum of 2000 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made. Double lock provision shall be made to the door of the cement go-down. The keys of one lock shall remain with the Engineer-in-Charge or his authorized representative and the key of the other lock shall remain with the contractor. The Contractor shall be responsible for the watch and ward and safety of the cement go-down. The contractor shall facilitate the inspection of the cement go-down by the Engineer-in-charge at any time.

iii) The cement shall be got tested by Engineer-in-charge and shall be used on work, only after test results have been received. The contractor shall supply free of charge the cement required for testing. The cost of tests shall be borne by the contractor.

iv) The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 and 10A of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein.

v) Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-charge.

vi) Damaged cement shall be removed from site immediately by the contractor on receipt of a notice in writing from the Engineer-in-charge. If he does not do so within three days of the receipt of such notice, the Engineer-in-charge shall get it removed at the risk & cost of the contractor.

5. i) The contractor shall procure TMT steel reinforcement bars of Fe-500 grade conforming to relevant BIS codes of the approved makes / as approved by Engineer In- charge. The contractor shall have to obtain, and furnish test certificates to the Engineer-in-charge in respect of all supplies of steel brought by him to the site of work. Samples shall also be taken and got tested by the Engineer-in-charge as per the provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to BIS codes, the same shall stand rejected and shall be removed from the site of work by the contractor at his cost within a week time from written orders from the Engineer-in-charge to do so.

ii) The steel reinforcement shall be stored by the contractor at site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.

iii) For checking nominal mass, tensile strength, bend test, re-bend test etc. specimen of sufficient length shall be cut from each size of the bar at random at frequency not less than that specified below :-

Size of bar	For consignment below 100 tonnes	For consignment above 100 tonnes.
Under 10mm dia bars	One sample for each 25 tonnes or part thereof	One sample for each 40 tonnes or part thereof
10mm to 16mm dia bars	One sample for each 35 tonnes or part thereof	One sample for each 45 tonnes or part thereof
Over 16mm dia bars	One sample for each 45 tonnes or part thereof	One sample for each 50 tonnes or part thereof

iv) The contractor shall supply free of charge the steel required for testing. The cost of tests shall be borne by the contractor.

v) The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in clause 10 and 10 A of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein.

vi) Steel brought to site and steel remaining unused shall not be removed from site without the written permission of the Engineer-in-charge.

6. (a) All material used in the work shall be confirming to IS Specification and as per approved make/brands list and shall be ISI marked unless otherwise specified. In the event for items for which either brands not specified and ISI marked items not available, the sample of the item before use shall be got approved from Engineer –in-charge. However in either cases the samples of materials / fixtures shall be got approved from Engineer –in-charge before use in the work.

(b) Contractor shall be required to produce samples of all materials and fittings sufficiently in advance for approval. The Contractor when called upon shall provide "make" of samples as per approved list for approval before execution free of cost and also will make arrangements

for transportation of samples to the designated test house as per the direction of Engineer-in-charge of the work at his own cost. Cost of testing will also be borne by the contractor.

7. 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.

8. The contractor shall have to provide 5 (five) years guarantee bond in the form of Indemnity Bond for water proofing works from the date of completion of work.

9. The contractor shall be supplied drawings required for execution of work like architectural, structural all service plans and other detailed drawings in a phased manner. 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.

10. The contractor shall be responsible for obtaining necessary clearances for start of work and on completion of work executed by him from various local bodies, Chief Electrical inspector & Chief Fire Officer for occupation of the building. Necessary liasoning with other working agencies & local bodies shall be his responsibility. Any statutory fees to be paid on account of said clearances shall be reimbursed to contractor by HPL/ Client.

11. The payment to the contractor shall be made from the registered office of HPL at Jangpura, New Delhi through RTGS. If the contractor desires the payment through Banker Cheque/ Demand Draft, any charges on account of this shall be debited to the contractor. The contractor shall not claim anything extra on this account.

12. 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.

13. The contractor should have valid PF Code , PAN, TIN and ESI No., Service Tax Registration. & should provide a copy of PF, ESI and GST Registration. The contractor shall provide the copies of challans as a proof of remittance of PF & ESI amount. The contractor should also maintain the PF records, labour records i.e copies of wage sheets, attendance sheets, monthly returns, annual returns and any other record in this regard for inspection and should provide as and when required by the Engineer-in-charge.

14. Defect Liability & Maintenance Period : The contractor shall be fully responsible for the quality, workmanship and structural safety of the construction. The contractor shall be fully responsible for liability of defects in the work executed by him for a period of one year from the date of successful handing over of the work to Client on rectifying the list of defects/ deficiencies observed by HPL/ Client before taking over. The defect liability period shall start from the date the project is handed over to Client. All defects observed during the defect liability period shall be rectified by the contractor at his own cost and expenses. Any major and minor repair will be done by the contractor free of cost for one year after handing over the building. 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 depute an engineer (if required) to look after the defects for which nothing extra would be payable to the contractor.

15. The contractor will be responsible for obtaining “Contractor All Risk Policy” towards entire cost of the work and will obtain “Workmen compensation policy” at his own cost. The policy should cover entire tenure of contract inclusive of extended period, if any.

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

17 The contractor has to control noise and air pollution at site as per norms of Pollution Control Board/Local Authorities.

18. The contractor will be responsible to get register himself under labour cess in “Building and other construction workers” welfare board.

19. No extra payment shall be made to the contractor for laying of concrete by ready mixed concrete (R.M.C) plant.

20. No advance shall be paid to the contractor against any Tools & Plants, equipment & machinery etc. brought at site by the contractor.

21. The contractor shall build and complete a mock up room, within the limits of area of the building under construction before progressing for further finishing/ works.

22. The work may be inspected by Central Vigilance Commission and any deductions/compensation proposed by CVC or HPL or PNB CRDT in regard to defective work or work not confirming to specification, loss of time, amount shall be deducted from his dues.

**23. FURNISHED OFFICE ACCOMODATION & MOBILITY AND COMMUNICATION
TO BE PROVIDED BY CONTRACTOR TO HPL.**

The contractor shall provide consumable as required and maintain the aforesaid facilities intact / operational during the tenancy of the contract including extended contract period, if any.

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.

24. The contractor shall make all arrangements for ground breaking Ceremony / inaugural function etc. for the projects as required and the cost towards it is deemed to be included in his rates/offer. Any expenditure already incurred /to be incurred by HPL shall be recovered from the Contractor.

- 25 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.

26. 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 acceptable, he shall promptly within 15 days request the DGM (Engg.), HPL in writing for written instructions or decisions. Thereupon, the DGM (Engg.), HPL shall give his written instructions or decisions within a period of one month from the receipt of the contractor's letter.

If the DGM (Engg), HPL fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the DGM (Engg.), HPL, the contractor may, within 15 days of the receipt of DGM (Engg.), HPL 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, in the prescribed format attached with SCC as Annexure-X HPL for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

ii) Except where the decision has become final, binding and conclusive in terms of Sub Para(i) above disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the CMD, HPL on behalf of PNB CRDT and with the consent of PNB CRDT. 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 PNB CRDT & with the consent of PNB CRDT, 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. (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.

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.

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 New Delhi. 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.

- 27 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. received the corresponding payment(s) from the client / owner for the work done by the contractor. 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.
28. 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 security deposit.
29. Secured advance payment shall be released to the contractor as per relevant clause 10 B (i) of CPWD G.C.C. against submission of bank guarantee of equivalent amount by the contractor for the period till such advance remains outstanding. However, if such material is not incorporated in the work within 01 months, outstanding secured advance shall be recovered at the end of such specified period.

TAXES AND DUTIES

30. The bidder should quote the rates inclusive of all taxes as applicable in the State at time of submission of the tender like, GST on work contract, Forest Royalty, Labour cess etc. & GST tax and all other taxes, as applicable. In the event of non-payment / default in payment of any octroi, royalty, cess, turnover tax, sales tax, including the purchase tax, consignment tax or any labour dues and E.P.F. etc, by contractor, the HPL reserves the right to withhold the dues / payments of contractor and make payment to local /state/central Government authorities or to labours as may be applicable.

31. The accepted rates of the contractor shall be firm / fixed for the entire contract period including extended period, if any.
32. The contractor shall be responsible for obtaining Completion Certificate and Occupancy Certificate from the local body / bodies. The contractor shall hand over the site within 3 days of Completion of the project. The project shall be deemed to have been completed in relation to contractor only when these certificates are obtained from the local body/ bodies and handed over to the Owner. The contractor shall send completion report alongwith above certificates as well as built drawings and maintenance schedules to the office of the HPL / Owner within 15 days from completion of work.
33. 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.
34. The EMD of successful bidder will be treated as a part of security deposit on award of work.
35. Security deposit @10% shall be deducted from the bills of the Contractor in cash. EMD deposited by the contractor shall be adjusted against the security deposit amount. Security deposit shall be refunded to the contractor after obtaining of labour clearance certificate from the labour department office (also refer point no. 40 given below).
36. The contractor shall obtain the labour license (if required), within one month of award of work.
37. The specialized items of work are to be got carried out by the contractor engaging the agencies who are experienced in carrying out those specialized items of work duly approved by Engineer-In-charge.
38. For deviation in quantities beyond the limit specified in Schedule „F“, the rates of the deviated quantities payable to the contractor shall be lowest of the rates of contract items, market rate of the item worked out based on market rate analysis and the DSR“2014 rate updated with applicable cost index in case of scheduled items. For Non-schedule items, it shall be lower of the contract item rate and market rate as analysed.
39. For extra items, the rates payable to the contractor shall be least of the market rate of item as per analysis of rates based on market rate and DSR“2014 item rate updated with applicable cost index (in case of scheduled items). For Non-schedule items, it shall be based on the market rate analysis as worked out.
40. **Security Deposit:**
 1. 10.00 % (Ten percent) of awarded contract amount, which shall be deducted in the manner set out in tender document/contract.
 2. 5% Security deposit shall be released after successful completion and handover of project to the client and rest 5% shall be released after completion of defect liability period.
41. The estimate is based on DSR“2014 and market rate for the some of the items.
42. For schedule items, items no“s, description or nomenclature of the items or unit of the items given in financial bids are based on DSR“2014. If there is any error or discrepancy in the above w.r.t as given in DSR“2014, the same shall be regulated as given in DSR“2014.
43. The documents as per Eligibility Criteria should be separate file, properly spiraled, numbered. The file should be marked as Annexure „z“.
44. The awarded rates are inclusive of all the taxes including GST. The rates are firm & fixed for the entire contract period including extended period, if any.

Notice for appointment of Arbitrator

To

CMD

Dear Sir,

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

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

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

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

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

Yours faithfully,

(Signatures)

Copy in duplicate to:

1. The Engineer-in-charges

PROFORMA FOR BANK GUARANTEE IN LIEU OF EARNEST MONEY

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

Ref. :

Date :

Bank Guarantee No.

To,

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

Dear Sirs,

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

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

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

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

WITNESS :

1. (SIGNATURE)

(SIGNATURE)

(NAME).....

(NAME).....

(Designation with Bank Stamp).....

(OFFICIAL ADDRESS)

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

.....

DATE

2. (SIGNATURE)

(NAME)

(OFFICIAL ADDRESS)

.....

.....

NOTE :

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

G.C.C. 2014 (CPWD)

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

LIST OF APPROVED MAKES/BRANDS OF MATERIALS

<u>S.NO. MATERIALS</u>	BRAND NAMES
1. Flush doors	Kitply, Anchor, National, Bhutan Board, Archidply
2. Marine Plywood/ BWP plywood For panelled shutters	a) Kitply b) Anchor c) National d) Bhutan Board
3. Particle board for panelled shutters	a) Indian Plywood Manufacturing Co. b) Duroboard c) Bhutan Board
4. Adhesive	a) FEVICOL b) VEMICOL
5. Screws	a) GKW b) Nettlefold
6. Glass	a) ATUL b) MODIFLOAT c) Saint Gobain d) Asahi
7. Paints & Distemper	a) Asian b) Berger c) Nerolac d) ICI
8. Water proofing Cement Paint	a) Snowcem Plus (Snowcem India Ltd.)
9. Water proofing Compound	a) Pidilite b) Cico c) ACC d) Roffe

- | | |
|---|---|
| 10. Cermic/Vitrified/Glazed tile | <ul style="list-style-type: none"> a) Somany Pilkington (first quality) b) Johnson (first quality) c) Kajaria (first quality) d) Orient (first quality) |
| 11. Vitreous China Sanitary ware | <ul style="list-style-type: none"> a) Hindware b) Parryware c) Cera |
| 12. W.C. seat and cover
(IS-2548) | <ul style="list-style-type: none"> a) Commander I.S. (solid heavy duty) b) Admiral (solid heavy duty) c) Diplomat (solid heavy duty) |
| 13. PVC Flushing Cistern | <ul style="list-style-type: none"> a) Duralite b) Commander c) Hindware |
| 14. Stainless Steel Sinks | <ul style="list-style-type: none"> a) Neelkanth b) Cobra c) Jayna d) Kingston |
| 15. C.P. brass fittings,
fixtures & C.P. Waste
Bathroom accessories | As approved by the Engineer In – charge. |
| 16. Mirror | <ul style="list-style-type: none"> a) Modi Float Glass b) ATUL c) Saint Gobain |
| 17. Cast iron items (C.I.) | <ul style="list-style-type: none"> a) A-1 Cast iron soil pipes b) RIF & fittings (IS:1729-1979) c) SKIF d) VIP e) NECO |
| 18. (i) C.I. Spun Pipes (water
supply) (ii) Cast iron pressure | <ul style="list-style-type: none"> a) ELECTROSTEEL b) Indian Iron and Steel Co. a) KAZECO pipes & fittings |

- | | |
|----------------------------------|--|
| 19. i) G.I. pipes | a) Jindal (Hissar)
b) Prakash Surya
c) TATA |
| ii) P.V.C. pipes and fittings | a) Supreme
b) Prakash
c) Prince
d) Tirupati Structures Ltd. |
| iii) PPR-Pipe/fittings | a) SFMC, Supreme, Prakash (3 Layer) |
| iv) CPVC Pipe & Fittings | Supreme/Astral Flow guard/ Ajay Flow guard |
| 20.G.I. fittings | a) R- Make
b) Unik |
| 21.Aluminium Accessories | a) Classic
b) Argent
c) Everite
d) Crown |
| 22.Gunmetal valves/ Ferrules | a) Leader
b) Sant
c)AIP |
| 23.Brass stop cock Bib cocks | a) Leader
b) L & K |
| 24.Ball valve with float | a) Leader
b) L & K
c) AIP |
| 25.Stoneware pipes & Gully Traps | a) Perfect |
| 26.C.I. covers & Manhole | a) RIF covers
b) BC (Agra)
c) NECO |
| 27.SFRC covers for manhole | a) As per Approved Manufacturer |
| 28.R.C.C. pipes | a) As per Approved Manufacturer |

29. S/S C.I. pipe & fittings	a) IISCO b) Kesoram c) SIF
30. C.I. Sluice valve & Non	a) Kirloskar Return Valve b) I.V.C. c) Leader d) AIP
31. Factory made door/window shutters	As approved Factory by HPL
32. Factory made door/window pressed steel frames/Shutters	As approved Factory by HPL
33. Pre-laminated particle board	Eco, Nova pan, Bhutan
34. Structural Sealant	: Wacker, Dow corning, GE
35. Weather Silcon	: Dow corning 991/ Wacker Elastosil-355 non-staining
36. Backer rod	: Supreme Industries Ltd.
37. Dash Fastners	: Hilti, Fis cher
38 Aluminium sections	: Indal/Hindalco/Bhoruka/ Jindal
39. Gypsum Board	: India Gypsum Ltd.
40 False ceiling members	: Gyp. Steel of India Gypsum Ltd.

LIST OF APPROVED MAKES (Electrical works)

<u>S.NO. MATERIALS</u>	<u>BRAND NAMES</u>
1. PVC insulated copper conductor wires 1100V	a) Havells grade and flexible wire b) Skytone c) Finolex
2. Telephone wire & TV cables	a) Delton b) Skytone c) Finolex
3. HRC switches & fuses Times & Time delay relay	a) Siemens b) Alsthom c) L & T d) Crompton Greaves
4. MCB DB's	a) Legrand b) Siemens c) Schneider d) L&T
5. Switches, sockets, bell push holders, ceiling rose, Metal box etc.	a) Anchor b) North West c) MK
6. Steel/PVC conduit	a) BEC b) Precision c) AKG
7. Miniature circuit breakers	a) Legrand b) Siemens c) ABB d) L&T
8. Bakelite Sheet	a) Hylam/Formica
9. Geyser	BAJAJ/CROMPTON GREAVES, V-Gaurd
10. Fluorescent fixtures/Lamps & light fittings. .	PHILIPS/bajaj/Wipro/CG/THORN

11. Cable Armoured /Armoured	Skytone, Havells, Finolex,Gloster.
11. Ceiling Fans	CROMPTON Greaves/USHA/Havells
12. Exhaust Fans	GEC/CROMPTON Greaves/Usha
13. Indicating Meters, metering Automatic equipment & C.T.'s	Electric/Nippon/ Kappa.
13 Cable tray/Raceway	INovar/Skebar
14. TV & telephone Cables	Skytone/Finolex/Delton
15. Motor starters	L & T/ Schneider/Siemens
16 Panel Fabricator	Adlec/Advance/Madhu Electrical/Panel Builder/V K Steel
17. Aviation Light	a) Bajaj b) GE Lighting/PHILIPS/THORN
19 DG Set With Accuostic enclourer	Kirlosker/Cummins Engine and alternator- KEC/ Stemfort / Jyoti- OEM – JACKSON,SUDHIR
20 Energy analyzer	Ducati/L&T/Socomach diris
21 Indicating Lamp. push button/ selector switch/push button	RASS Control/L&T/Siemens/AE/Saizer or equivalent
22 PVC insulated copper/Al cables (armoured or otherwise.)	Skytone/Havells/Unique/KEI
23 Water Cooler	Bluestar/Sidhwal/Aquaguard/ Voltas
24 Stablizer	Electron/Skybird/Electrolux
25 Aquaguard	Eureka Forbes Ltd.

LIST OF APPROVED MAKES (Fire fighting)

S.NO. MATERIALS	BRAND NAMES
1. Pipes	Jindal / BST/ Prakash Surya.
2. Gun metal valves	AIP/Leader / Sant / Zoloto.
3. Single headed Hydrant valves, two way / Superex /Hose reel/3 way/4 way Fire Brigade inlet, Newage/ Sukan/ Shah fog nozzle & shut off nozzle	Bhogilal /G- Tech /minimax./
4. 20 mm dia rubber pipe for hose reel	Maruti / Dunlop / Cosmos/Jyoti/ Doss.
5. Starters, switches, TPN switch	L&T / Schneider / C &S
6. Sluice & non return valves.	AIP/Kirloskar / Kalpana/Zoloto
7. Pressure switch.	Indfoss / Switzer.
8. Pressure Gauges.	Fiebig / H Guru / BRC.
9. Pump.	Kirloskar/Mather & Platt./Jyoti/Crompton Greaves
10. Motor / Mono block	Kirloskar / Siemens / GEC Alsthom/ Crompton Greaves.
11. Ball Valves.	AIP/RB / Cim / Itap./ ZOLOTO
12. Butterfly Valve. /Advance/Kalpana/Kir.	AIP/KSB Isoria. / Advance
13. Fire Extinguishers	Agni/ABC
14. RRL Hose	Newage / Jayshree/ BRG
15. Panel Fabricator	Adlec/Advance/Madhu Electrical/ A-one/Panel Builder
16. Engine	Kirloskar / Greaves /Cummins.

17. Hose Drum	Newage/ Superex / G-TECH/ Minimex
18. Wafer type Non Return Valves	L & T Zip/ C & R /Kirloskar
19. Pipe fitting (threaded)	Unik / Saint.
20. Sprinkler Heads	Tyco / Best / Globe / Rasco./HD
21. Installation Control Value	HD / Tyco / Globe/RC .
22 Contactor	L&T /Schneider/C&S
23. Relay	C&S /L&T/ Schneider
24. Terminal	Phoenix /Connectell /Elmex
25 Voltmeter /Ammeter	AMP /AE
26 Selector /Toggle Switch	Kaycee /AE /L&T
27 MCCB	L&T / Schneider/C&S
28 Switches/ Starters	L&T /Schneider./C&S
29 Indicating Lamps	Siemens / Concord./Rass
30. Current Transformer	Kappa / AE.
31. Conduit	ERW /PVC. BEC / AKG.
32. Fuse link/MCB	Schneider /Legrand.
33. S.F. Unit	L&T / Siemens / Schneider
34. Illuminated / Photo luminescent signages	Prolite / Glolite.
35. Fire Control Panel / System sensor.	Honeywell (Morley)/ Apollo
36. Manual Call Box, Hooters/Sounder/ System sensor .	Honeywell (Morley)/ Apollo
37. PVC insulated copper/Al cables/wires (armoured or otherwise.)	Skytone/Havells/Unique/KEI
38. PVC insulated copper wire	Skytone/Havells/Finolex
39. Battery	CSB / Powersafe/ Exide

40. Detectors

Honeywell (Morley)/ Appolo/System
sensor

41 Cable tray/raceway

Inovar/Skebar

Note:-

- (1) The Contractor shall supply ISI marked material as per the makes or brands indicated above. In case the firm is not manufacturing ISI marked material for any of the brands, first quality material shall be accepted. The samples including make and brand of the material shall in either case have to be got approved from the Engineer in Charge.
- (2) Material where no make/brand has been mentioned, ISI marked samples shall be submitted by the Contractor for approval of Engineer in Charge. For those class of materials, where no firm exists with ISI approval, sample of first quality material of the firm shall be submitted for the approval of the Engineer in Charge.
- (3) Any variation from the above mentioned makes/brands will require specific approval of the Engineer in Charge.
- (4) It will be contractor's responsibility to ensure the quality of products listed in approved list of brands. Contractor will have to replace the defective and substandard materials at his own cost.
- (5) Preferably the materials / items shall be got provided out of the approved makes and further with the approval of the Engineer In- charge. However if any of the material / items out of the above approved makes do not fits in as per the items of BOQ , the Engineer In –charge may approve the material / item of any other brand / make.

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
Earth moving equipment 1. Excavators (various size) Equipment for hoisting & fitting 1. Tower crane 2. Builder's hoist Equipment for concrete work 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) Equipment for building work 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										
Equipment for road work 1. Road rollers 2. Bitumen paver finishers 3. Hot mix plant 4. Spreaders 5. Earth rammers 6. Vibratory road rollers Equipment for transportation 1. Tippers 2. Truck Pneumatic equipment 1. Air compressors(diesel) Dewatering equipment 1. Pump (diesel) Pump (electric) Power equipment 1. Diesel generators Any other plant/equipment										