



TENDER DOCUMENT

(Through offline-Tendering)

**NAME OF WORK : Additional works at Heritage Museum, Kunkichira,
Wayanad.**

NIT NO: HPL/DGM (Engg.)/TC/2019-20/35

Dated: 25.10.2019

ISSUED TO :- _____

HINDUSTAN PREFAB LIMITED

(A Govt. of India Enterprise)

Jangpura, New Delhi-110014

CIN: U74899DL1953GOI002220

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

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HINDUSTAN PREFAB LIMITED
JANGPURA, NEW DELHI- 110014

NOTICE INVITING OFFLINE TENDER

NIT NO: HPL/DGM (Engg.)/TC/2019-20/35

Dated: 25.10.2019

HPL invites offline “**tender**” in two bid system on behalf of “ **The Director, Department of Museums and Zoo, Thiruvananthapuram**” from the reputed, experienced, technically and financially sound contractors as per the following details :-

Name of the Work	Additional works at Heritage Museum, Kunkichira, Wayanad
NIT No.	HPL/DGM (Engg.)/TC/2019-20/35 Dated: 25.10.2019
Estimated Cost	Rs 13.88Lacs
Period of Completion	1 Month
Earnest Money Deposit	Rs 0.28Lacs
Non-refundable cost of Tender document	Rs. 1575/- in the shape of DD/PO in favour of Hindustan Prefab Limited and, payable at Trivandrum.
Last date & time of submission of tender	Up to 05.11.2019 by 3.00 PM
Period during which hard copy in Original of EMD, Cost of Tender Document, letter of Acceptance of tender conditions, enlistment order of the contractor and other documents as per NIT shall be submitted.	Before and up to 3.00 PM on 05.11.2019 in the office of Regional Incharge (S.Z) Hindustan prefab limited, Sunny Lane, TC 27/3126, Palayam Thiruvananthapuram Kerala-695034
Date & Time of Opening of technical tender	05.11.2019 at 3.30 PM
Validity of offer	90 days from the date of opening of price tender
Opening of price bid	To be intimated later on

The enlisted contractor of HPL in the category upto Rs. 15.00 Crores and above for other states will be exempted from **Technical bid (PQ procedures)** and need not to submit the envelope –II for Technical bid. **Copy of certificate issued by the HPL will have to be attached along with the bid document at the time of applying.**

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 **“Any Corrigendum/addendum, if any, would appear only on the HPL website and not to be published in any News paper”.**

- 1.0 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.
- 2.0 The Tender Document as submitted can be viewed and downloaded free of cost by anyone including intending tenderer. But the tender can be submitted only off-line the mandatory documents such as (a) Demand Draft/ Pay order or Banker's Cheque towards cost of tender document, (b) Demand Draft/Pay Order or Banker's Cheque/ Bank Guarantee of any Nationalized or all Commercial Scheduled Bank against EMD & all other documents as per Notice Inviting offline-tender.
- 6.0 Set of Contract / Tender Documents:**
The following documents will constitute set of tender documents:-
- a) Notice Inviting offline -Tender
 - b) Quoting Sheet for Bidder
 - c) Technical Sheet
 - d) Special Conditions of contract
 - e) List of approved make
 - f) General Condition of Contract-CPWD
 - g) Bill of Quantities
 - h) Tender Drawing
 - i) Acceptance of Tender Conditions
 - j) Integrity Pact
 - k) Corrigendum, if any
- 3.0 Joint venture is not accepted.
- 4.0 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
- 5.0 The renderers are required to quote strictly as per terms and conditions, specifications, Standards given in the tender documents and not to stipulate any deviations.
- 6.0 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.
- 7.0 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.
- 8.0 On opening date, the tenderers can be present at place opening and see the tender opening results.
- 9.0 Contractor to attached copies of all the documents including valid GST registration/EPF registration and PAN No. as stipulated in the tender document.
- 10.0 If the contractor is found ineligible after opening of tender, his tender shall become invalid and cost of bid document and processing fee shall not be refunded.
- 11.0 If any discrepancy is noticed between the documents at the time of submission of tender and hard copies as submitted physically by the contractor the tender shall become invalid and cost of tender document.

- 12.0 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.
- 13.0 In case of Percentage Rate Tender, Contractor must ensure to quote single percentage rate. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue, The Rate shall be quoted upto 2 Decimals.
- 14.0 In case of Item Rate Tender, price shall be entered against each item in the Bill of Quantities / Schedule of Quantities. The cost of item against which the contractor has failed to enter a rate or price shall be deemed to be covered by rates and prices of other items in Bill of Quantities / Schedule of Quantities and no payment shall be made for the quantities executed for items against which rate has not been quoted by the contractor. The column meant for quoting rate in figures appears in pink/yellow colour and the moment rate is entered, it turns sky blue. The Rate shall be quoted up to 2 Decimals.
- 15.0 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).
- 16.0 The tenderer if required may submit questions in writing by e-mail at **hindprefab@gmail.com** or **hplsouthnew@gmail.com** to seek clarifications latest by **04.11.2019** to the office of **Dy. General Manager (C), Regional Incharge (S.Z.)** at Hindustan Prefab Limited, Thiruvananthapuram, Kerala. The tenderers are requested to submit their technical and commercial queries separately so that those could be replied suitably.

Prequalification Criteria (PQ)

1.1 INITIAL CRITERIA FOR ELIGIBILITY FOR TECHNICAL BID:-

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

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

OR

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

OR

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

(ii) Similar works means “works of construction of building”.

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

- 1.2 For this purpose, ‘cost of work’ shall mean gross value of the completed work including the cost of materials supplied by the Govt./ Client, but excluding those supplied free of cost. This should be certified by an officer not below the rank of Executive Engineer/ Project Manager or Equivalent.
- 1.3 The applicant should have had average annual financial turnover (gross) of minimum **50%** of total estimated cost put to tender during the last three years ending **31st March 2019**. This should be duly audited by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.
- 1.4 The applicant should not have incurred any loss in more than two years during the last five years ending **31st March 2019** which should be duly certified by the Chartered Accountant.
- 1.5 The applicant should have a solvency of **40%** of estimated cost certified by his Bankers. The solvency certificate should not be more than **6 months old**.
- 1.6 The applicant should own construction equipment as per list required for the proper and timely execution of the work, else, he should certify that he would be able to manage the equipment by hiring etc. and submit the list of firms from whom he proposes to hire.
- 1.7 The applicant should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The applicant should submit a list of these employees stating clearly how these would be involved in this work within 15 days of award of work.

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

2.0 EVALUATION CRITERIA FOR PRE-QUALIFICATION

- 2.1 For the purpose of pre-qualification, applicants will be evaluated in the following manner:
- 2.2 The initial criteria prescribed in Para 1.1 to 1.5 above in respect of experience of similar class of works completed, bidding capacity and financial turnover etc. will first be scrutinized and the applicant's eligibility for pre-qualification for the work be determined.
- 2.3 The applicants qualifying the initial criteria as set out in para 1.1 to 1.5 above will be evaluated for following criteria by scoring method on the basis of details furnished by them:

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

Total 100 Marks

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

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

3.0 FINANCIAL INFORMATION

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

4.0 EXPERIENCE IN WORKS HIGHLIGHTING EXPERIENCE IN SIMILAR WORKS

- 4.1 Applicant should furnish the following:
- a) List of all works of similar class (Construction of Building / Housing Project) successfully completed during the last seven years (in form "B")
- 4.2 Structure & Organization (in Form "E")

5.0 ORGANISATION INFORMATION

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

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

- 6.0 The document submitted by the contractor / construction agency in support of their work Experience, financial credential, Income tax return, Turnover etc. should be self attested.

7.0 List of Mandatory Documents to be submitted within the period of Tender submission.

- a) Demand Draft/ Pay order or Banker’s Cheque/Bank Guarantee of any Nationalized or approved scheduled Bank against EMD
- b) Demand Draft/Pay Order or Banker’s Cheque of any Scheduled Bank towards cost of Bid Document.
- c) Certificates of work experience and documents pertaining to eligibilities criteria.
- d) Should have valid EPF Certificate
- e) Letter of Acceptance of tender condition unconditional as per tender documents Annex-I of this NIT.
- f) Power of Attorney of the person having Digital Signature for signing/Submitting the bid.
- g) GST registration and PAN NO
- h) Forms A to E

- 8.0 All the above documents including other documents as per NIT should be submitted in hard Copy as per time and date mentioned in the NIT.

- 9.0 Price bid will be submitted separate envelope.

INTEGRITY

PACT

BETWEEN

HINDUSTAN PREFAB LIMITED(HPL) hereinafter referred to as “**The Principal**”
(which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

AND

.....hereinafter referred to as “**The Bidder/Contractor**”
(which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) for Additional **works at Heritage Museum, Kunkichira, Wayanad** (hereinafter referred to as the ‘Project’). The Principal necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Integrity Pact by all parties concerned, for all works covered in the Project.

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

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

Section 1 – Commitments of the Principal Obligations on Principal

The Employer is committed to follow the principle of Transparency, Equity and Competitiveness in Public Procurement.

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Principal, personally or through family members or through any other channel, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit, which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Contractor(s)/Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all

Contractor(s)/Bidder(s) the same information and will not provide to any Contractor(s)/Bidder(s), confidential/additional information through which the Contractor(s)/Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- c. The Principal will exclude from the process all known prejudiced persons. **The Principal shall** obtain bids from **only** those parties who have been short-listed or pre-qualified or through a process of open advertisement/ web publishing or any combination thereof.
- (2) If the Principal obtains information on the conduct of any of its employees, Contractor(s) and/or Bidder(s), which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer or the principal will take remedial actions as per department/conduct rules and **subject to its discretion**, can **additionally** initiate disciplinary actions.
- (3) The Principal will enter into agreementS with identical conditions with all Contractor(s)/Bidder(s) **for the different Work Packages in the aforesaid Project**.
- (4) The Principal will disqualify from the tender process all Contractor(s)/Bidder(s) with estimated cost of work put to tender of Rs 1.0 crores and above, who do not sign this Pact or violate its provisions.

Section 2 – Commitments of the Bidder(s) / Contractor(s) Obligations on Bidder/Contractor

To accept and comply with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Employer. Duration of the Integrity Agreement shall be in the line with section 8 of the Integrity Agreement.

Bidder/Contractor acknowledge that in the event of breach of the Integrity Agreement Employer shall have unqualified, absolute and unfettered right to take action under section 3.

- (1) It is required that each Bidder/Contractor (including their respective officers, employees and sub-contractors) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud **or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s) / Contractor(s) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage, of any kind whatsoever, during the tender process or during the execution of the contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or

any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. It shall be incumbent on the Indian agent and the foreign principal to Adhere to the relevant guidelines of Government of India, issued from Time to time regarding availing services of Indian Agents for foreign Suppliers.

Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

- (e) The Bidder(s) / Contractor(s) will, when submitting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - (f) The Bidder(s) / Contractor(s) to disclose any transgression with any other company that may impinge on the anti corruption principle.
- (3) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - (4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
 - (5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).
 - (6) The Bidder(s)/Contractor(s) signing IP shall not approach the Courts while representing the matters to IEM and he/she will await their decision in the matter.
 - (7) The Bidder(s)/Contractor(s), in case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.

Section 3: Disqualification from tender process and/or exclusion from future contracts. Without prejudice to any rights that may be available to the Employer under law or the Contract or its established policies and laid down procedures, the Employer shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Employer absolute right:

- (1) If the Bidder(s) / Contractor(s), before awarding the Project or during execution has committed a transgression by violating Section 2 above or in any other form so as to put his reliability or credibility in question, the Principal, at its sole discretion, after giving proper opportunity to the bidders entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or terminate the contract, if already awarded or exclude the Bidder/Contractor from future contract award processes, for that reason, without prejudice to any other legal rights or remedies available to the Principal under the relevant clauses of GCC/SCC of the tender/contract. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal. **Such exclusion may be forever or for a limited period as decided by the Principal.**
- (2) If the Contractor(s)/Bidder(s) has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal will also be entitled to exclude such Contractor(s)/Bidder(s) from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the Principal, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.
- (3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the contractor has committed a transgression, through a violation of any of the terms under Section 2 above or any other term(s) of this Pact, during the execution of contract, the Principal will be entitled to exclude the contractor from further tender/contract award processes.
- (4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.
- (5) If the Contractor(s)/Bidder(s) can prove that he has restored/recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

Section 4: Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the awarding of the Project according to Section 3, the Earnest Money Deposit (EMD)/ Bid Security furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Bidder(s)/Contractor(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Contractor(s)/Bidder(s) as may be imposed by the Principal, in terms of Section 3 above.
- (2) If, at any time after the awarding of the Project, the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Security Deposit/Performance Bank Guarantee furnished by the contractor, if any, as per the terms of the NIT/Contract shall be forfeited without prejudice to any other legal rights and remedies available to the Principal under the relevant clauses of General/Special Conditions of Contract.

The Contractor(s)/Bidder(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Bidder(s)/Contractor(s), as may be imposed by the Principal in terms of Section 3 above.

Section 5: Previous transgression

- (1) The Bidder(s)/Contractor(s) herein declares that it has committed no transgressions in the last 5 years with any other Company in any country conforming to the anti- corruption approach as detailed herein or with government/ Central Government or State Government or any other Public Sector Enterprise in India that could justify its exclusion from the tender process.
- (2) If at any point of time during the tender process or after the awarding of the Contract, it is found that the Bidder(s)/Contractor(s) has made an incorrect statement on this subject, he can be disqualified from the tender process or if, as the case may be, that the Contract, is already awarded, it will be terminated for such reason and the Bidder(s)/Contractor(s) can be black listed in terms of Section 3 above.
- (3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Employer may, at its own discretion, revoke the exclusion prematurely.

Section 6: Independent External Monitor / Monitors

- (1) The Principal shall, in case where the Project Value is in excess of Rs 5.0 crore and above, appoint competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission. The Monitor shall review independently, the cases referred to it to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.
- (2) In case of non-compliance of the provisions of the Integrity Pact, the complaint/ non- compliance is to be lodged by the aggrieved party with the Nodal Officer only, as shall be appointed by the CMD, HPL. The Nodal Officer shall refer the complaint/ non-compliance so received by him to the aforesaid Monitor.
- (3) The Monitor will not be subject to any instructions by the representatives of the parties and will perform its functions neutrally and independently. The Monitor shall report to the Chairman-cum-Managing Director, HPL.
- (4) The Bidder(s) / Contractor(s) accepts that the Monitor shall have the right to access, without restriction, all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality.
- (5) The Principal will provide to the Monitor, sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor.
- (6) As soon as the Monitor notes, or believes to note, a violation of this Pact, he will so inform the Principal and request the Principal to discontinue and/or take corrective action, or to take other relevant action(s). The Monitor can in this regard submit non- binding recommendations. However, beyond this, the Monitor has no right to demand from the parties that they act in a specific manner and/or refrain from action and/or tolerate action.
- (7) The Monitor will submit a written report to the CMD, HPL within 4 to 6 weeks from the date of reference or intimation to it and, should the occasion arise, submit proposals for corrective actions for the violation or the breaches of the provisions of the agreement noticed by the Monitor.

- (8) If the Monitor has reported to the CMD, HPL, of a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, HPL, has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Chief Vigilance Officer, HPL.
- (9) The word 'Monitor' means Independent External Monitor and includes both singular and plural forms.
- (10) For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- (11) IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging malafide on the part of any officer of the organisation should be looked into by the CVO of the concerned organisation.
- (12) The role of IEM is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organisations.
- (13) Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- (14) The role of the CVO of the organization shall remain unaffected by the presence of IEMs. A matter being examined by the IEMs can be separately investigated by the CVO in terms of the provisions of the CVC Act or Vigilance Manual, If a complaint is received by him/her or directed to him/her by the commission

Details of Independent External Monitor / Monitors:-

Shri Nand lal Singh,
Spl. (DG) CPWD (Retd.)
Mob. 09830121650
E-mail:- nlsingh@gmail.com

**Section 7 – Criminal charges against violating Bidder(s)/Contractor(s)/
Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder/Contractor or any employee or a representative or an associate of a Bidder/Contractor, which constitutes a criminal offence under the IPC/PC Act, or if the Principal has substantive suspicion in this regard, the Principal will forthwith inform the same to the Chief Vigilance Officer, HPL.

Section 8 – Duration of the Integrity Pact

This Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Contractor(s), 2 (three) months after the completion of defect liability period and in case of the unsuccessful Bidder(s), 2 (two) months after the contract for the project has been awarded.

If any claims is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD of HPL.

The Bidder(s)/Contractor(s), however, understands and agrees that even upon the completion of the Project and/or the last payment under the Contract having been made, if any transgression/violation of the terms of this Pact comes/is brought to the notice of the Principal, it may, subject to its discretion, blacklist and/or exclude such Bidder(s)/Contractor(s) as provided for in Section 3, without prejudice to any other legal right or remedy so available to the Principal.

Section 9 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid and binding. In such a case, the parties will strive to come to an agreement in accordance to their original intentions.
- (5) Wherever he or his as indicated in the above sections, the same may be read as he/she or his/her, as the case may be.
- (6) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Principal in accordance with this Integrity Agreement! Pact or interpretation thereof shall not be subject to arbitration.

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/ Contractor)
(Office Seal)

Place-

Date-

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

MEMORANDUM TO FORM OF TENDER

Sl. No	Description	Clause No.	Values/ Description to be applicable for relevant clause(s)
i)	Name of work		Additional works at Heritage Museum, Kunkichira, Wayanad
	NIT No:		HPL/DGM (Engg.)/TC/2019-20/35 Dated: 25.10.2019
ii)	Client/ Owner		The Director, Department of Museums and Zoo, Thiruvananthapuram
iii)	Type of Tender		Sealed Percentage rate
iv)	Earnest Money	NIT	Rs 0.28 Lacs (Only DD shall be accepted) from any Nationalized Bank or ICICI, IDBI, HDFC & Axis Bank in India
v)	Estimated cost	NIT	Rs.13.88 Lacs
vi)	Time for completion of work	NIT	1 Month
vii)	Mobilization advance	8.0 (GCC)	10 % of contract value in three installments.
viii)	Interest rate of Mobilization advance	8.0 (GCC)	10% (Ten percent) per annum
ix)	Schedule of rates Applicable		Estimate is based on DSR 2016 Rates & market rates for non- schedule items.
x)	Validity of tender	4.0 (GCC)	90 days
xi)	Performance Guarantee	9.0 (GCC)	5.00 % (Five percent) only of contract value at the time of signing of agreement from any Nationalised Bank or ICICI, IDBI, HDFC & Axis Bank in India
xii)	Security Deposit/ Retention Money	10.0 (GCC)	5.00 % (five percent) only of the contract amount, which shall be deducted in the manner set out in this contract.
xiii)	Time allowed for starting the work	43.0 (GCC)	The date of start of contract shall be reckoned from 10th day After the date of issue of telegram/Letter/Telex/Fax of intent of Acceptance of tender or from the 1 st day of handing over of the site, whichever is later.
xiv)	Defect liability period	74.0 (GCC)	12 months from the date of handing over of the work to the client.

xv)	Escalation /Price variation	16.0 (GCC)	Escalation /Price variation is not applicable/ payable in this contract. Rates are firm & fixed for the entire contract period including extended period, if any.
xvi)	Specifications to be followed for execution of work(all works)		The work shall be carried out as per latest CPWD specifications with upto date correction slips, which is being followed in Arunachal Pradesh in general as per direction of Engineer-in-charge in addition to the additional technical specifications given in the tender document.

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 : **Additional works at Heritage Museum, Kunkichira, Wayanad**

NIT NO: HPL/DGM (Engg.)/TC/2019-20/35

Dated: 25.10.2019

Sir,

ACCEPTANCE OF TENDER CONDITIONS

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

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

3. The required earnest money for this work is enclosed herewith.

Yours faithfully,

(Signature of the tenderer)
With rubber stamp

Dated: _____

Instructions to Tenderer (ITT)

Offline sealed item rate open tenders on behalf of HPL are invited for the work of Enlistment of agencies for Architectural and Engineering Consultancy Services for The Construction Of all types of Buildings, Interiors, infra structure development and other Engineering projects.

- 1.0 The Pre-qualification / enlistment of the contractors should be valid on the last date of submission of tenders. In case the last date of submission of tender is extended, the pre-qualification of contractor should be valid on the original date of submission of tenders.
- 2.0 The work is estimated to cost **`Rs.13.88Lacs**. This estimate, however, is given merely as a rough guide.
- 3.0 The tender document as uploaded can be seen on website www.hindprefab.in 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 HPL limited from any Scheduled Bank or Bank Guarantee from any Nationalized or all Commercial scheduled banks in the enclosed format. The EMD shall be valid for minimum period of 180 (One Hundred Eighty) days from last day of submission of Tender. The EMD shall be submitted within the period of tender submission and original should be deposited in office of HPL(Hindustan Prefab Limited), Sunny Lane, Palayam, Trivandrum, Kerala.

The EMD of all unsuccessful tenderers will be returned within thirty (30) days of the Award of the contract to successful tenderer or after the receipt of their BGs verified from the Zonal office of the issuing Bank, whichever is later. No interest will be payable by the HPL on the said amount covered under EMD/Any other Security Deposit. EMD of L-2 party shall be released after award of work to L-1 agency.

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

Cost of Bid Document- 1575/- in the shape of DD/PO in favour of HPL Ltd payable at Thiruvananthapuram.

Demand Draft or Pay Order Banker's Cheque against EMD and Cost of tender Document shall be placed in single sealed envelope superscripted as "Earnest Money", Cost of Tender Document" with name of work and due date of opening of the tender also mentioned thereon. Copy of pre-qualification/enlistment letter and certificate of work experience (if required) and other documents as specified in the tender shall be submitted within the period of tender submission and certified 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 **05.11.2019 up to 03:00 PM** The documents submitted shall be opened on the same day

Offline 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 submit all the documents (including GST registration) as stipulated in the tender document.
- iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically in the office of tender opening authority.

8.0 VALIDITY OF TENDER

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

9.0 ACCEPTANCE OF TENDER

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

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

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

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

13.0 On acceptance of tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from Engineer-in-Charge or its authorized 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 tender to clarify or effect modification in specification and/ or contract terms included in various tender documents. The tenderer shall suitably take into consideration such Addenda/ Corrigenda while submitting his tender. The tenderer shall return such Addenda/ Corrigenda duly signed and stamped as confirmation of its receipt & acceptance and submit along with the tender document. All Addenda/ Corrigenda shall be signed and stamped on each page by the tenderer and shall become part of the tender and contract documents

19.0 CLARIFICATION AFTER TENDER SUBMISSION

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

Address:-
Hindustan Prefab Limited
Sunny Lane, TC 27/3126, Palayam
Thiruvananthapuram
Kerala-695034
Tel :- 0471-4066026
Email :- hplsouthnew@gmail.com