



HMT LIMITED
HMT Bhavan,
#59, Bellary Road,
Bangalore – 560 032.

TENDER NO. : HMTL/ADMIN/RT/2023/03 Dated 26.04.2023

OPEN TENDER

“Tender Document for Renovation of Toilets at HMT Bhavan, HMT Limited, Bengaluru”

This Tender document contains: **95** Pages

The tender document is sold to / download by {Name of Bidder} :

M/s.....

Address

Details of Contact person/s in HMT Limited regarding this tender:

Name : **Rajashekar K S**
Designation : Officer (A &S)
Email: rajashekar.ks@hmtlimited.com

Phone : 080 – 23330333 Fax : 080-23339111

Note: All Official correspondences related to above tender are to be address to the Head of Administration/Asset Management of HMT Limited along with tender reference No. as follows:

The Deputy General Manager (A&AM)
HMT Limited, HMT Bhavan, #59, Bellary Road, Bengaluru-560032

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ಎಚ್‌ಎಂಟಿ ಲಿಮಿಟೆಡ್
(ಭಾರತ ಸರ್ಕಾರದ ಉದ್ಯಮ)
ಎಚ್‌ಎಂಟಿ ಭವನ, # 59, ಬೆಲ್ಲಾರಿ ರೋಡ್,
ಬೆಂಗಳೂರು - 560 032, ಭಾರತ
ದೂರವಾಣಿ : 91-80-23330333
ಫ್ಯಾಕ್ಸ್ : 91-80-23339111
ಈ-ಮೇಲ್ : cho@hmtindia.com
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एच एम टी लिमिटेड
(भारत सरकार का उपक्रम)
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Website : www.hmtindia.com

SECTION -I: NOTICE FOR INVITING TENDER (NIT)

TENDER ENQUIRY No: **HMTL/ADMIN/RT/2023/03 Dated 13.04.2023**

1. Sealed tenders are invited only from **Bengaluru based** eligible and qualified bidders for execution of toilet renovation work.

Schedule No.	Brief Description of Goods /Services	Quantity (with unit)	Earnest Money (EMD) (in Rs.)	Remarks
1	Renovation of Toilets at HMT Bhavan, HMT Limited, Bengaluru As per Bill of quantities and scope of work mentioned at Section-V, VI, & X.	As per BOQ	Rs.3,80,000/- (Rupees Three Lakh Eighty Thousand only)	Estimated Value: Rs.1,90,00,000/- (Rupees One Crore Ninety Lakh only)

“Renovation of Toilets at HMT Bhavan, HMT Limited, Bengaluru”

Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc.	Two Bid Tender
Date of Sale of tender documents	From 26/04/2023 to 17/05/2023 during office hours. Tender documents may be download from the website.
Price of the Tender Document	Rs. 2,000/- (Rupees Two Thousand) in the form of DD/Pay Order/Banker's Cheque / online transfer in favour of “ HMT Limited, Bengaluru on any scheduled bank payable at Bengaluru.
Closing date and time for receipt of tenders	17.05.2023 up to 13:00 hrs.
Place of receipt of tenders	To be dropped in Tender Box at Reception of HMT Limited, HMT Bhavan, No. 59, Bellary Road, Bangalore-560032
Time and date of opening of tenders	15:00 hrs. on 17/05/2023
Place of opening of tenders	Administration Department, HMT Limited, HMT Bhavan, Bengaluru-560032
Nominated Person / Designation to Receive Bulky Tender (Clause 21.1 of GIT)	Shri. Karthik G Deputy General Manager Shri. Rajashekar K S, Officer (A&S)

1. Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website mentioned above for further details.
2. Tender documents may be purchased on payment of non-refundable fee through:
 - a) Account Payee Demand Draft/ Banker's cheque from any scheduled commercial bank in India in favour of HMT Limited, Bengaluru", payable at Bengaluru.
 - b) Online Bank Transfer (Proof of online transfer should be submitted along with the tender papers) through NEFT/RTGS can be made at the following HMT Limited account maintained with UBO Bank, Ganganagar branch Current A/c No.: **90020200010001** IFSC: **UCBA0002016**
3. Tenderer may also download the tender documents from the web site and submit its tender by utilizing the downloaded document.
4. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are dropped in the tender box located at the address given below on or before the closing date and time indicated in the Para 1 above, failing which the tenders will be treated as late and rejected.
5. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organization, the tenders will be sold / received / opened on the next working day at the appointed time.
6. The tender documents are not transferable.

“Renovation of Toilets at HMT Bhavan, HMT Limited, Bengaluru”

7. The eligible bidder shall be selected as per the eligibility criteria mentioned in Section IX of the tender and Tender shall be finalized on overall Lowest L1 bidder from eligible bidders as per section XI.
8. HMT Limited reserves the right to Cancel the tendering Process / Reject all Bids / Re- tender without assigning any reason thereof. HMT Limited also reserves the right to accept the Bid in whole or in part. Incomplete Bid documents submitted not in accordance with the directions issued shall be liable for rejection.
9. Tenderer shall note that the tender document is kept same for all schedules, if more than one schedule is specified, for administrative convenience. HMT Limited reserves the right to conclude contract for each schedule independently as per the response and qualification.
10. Relaxations, exemptions and other conditions for Micro and Small Enterprises (MSEs) Order 2012 for MSEs & Start-ups;

Type of contract: Works contract

Benefits of MSE'S in this Tender: However the Cost of Tender Fee and EMD relaxation is applicable to MSE & Start-ups as detailed in GIT clause 18.

11. Only Bengaluru based bidders / vendors are eligible to participate in the tender.

Guidelines for filling two-part tender: (if applicable)

- 1. Part I:** First sealed cover should contain the required EMD amount (If applicable), cost of tender form, technical offer (catalogue/brochure/specifications etc.), supportive documents related to eligibility criteria, tax related documents etc. along with all annexures of this tender **except Section X (Price Schedule)**. All the pages included as Tender Document should be legible, neatly numbered and signed by authorized person with official seal of the Firm as acceptance of the terms and conditions. Offers with Counter Conditions are liable for Rejections. This first sealed cover should be clearly super-scribed with **“Part I - Technical Bid – “Renovation of Toilets at HMT Bhavan, HMT Limited, Bengaluru” as per Section V: List of requirement”**. Any price indication in the Technical Bid will be summarily rejected.
- 2. Part II:** Second sealed cover should contain only section X (Price Schedule) (duly sealed and signed). Format provided in the tender document for price schedule should be followed and any other format will be liable for rejection. This second sealed cover should be clearly super-scribed with **“Renovation of Toilets at HMT Bhavan, HMT Limited, Bengaluru as per Section V: List of requirement”**.
- 3.** The above mentioned sealed covers (Part I & II) should be put in another big cover, sealed and super-scribed as **“Renovation of Toilets at HMT Bhavan, HMT Limited, Bengaluru as per Section V: List of requirement”** with due date of opening as mentioned above and should be addressed to **The Deputy General Manager (A&AM), HMT Limited, HMT Bhavan, No. 59, Bellary Road, Bengaluru-560032.**

Important Note: Offers submitted not in line with the above guidelines will be liable for rejection.

For and on behalf of HMT LIMITED

-Sd-
(KARTHIK G)
Deputy General Manager (A&AM)

IMPORTANT TENDER CONDITIONS AT A GLANCE FOR ATTENTION OF BIDDERS

1. **Validity of Tender:** The quoted rates shall be valid for a period of 120 days from the date of opening of the tenders, however in case of any delay due to genuine reasons. The validity period may be extended further for additional period of 30 days. If any tenderer withdraws his tender before the said period or makes any modification in the Price Bid or terms and conditions of the tender then, employer, without prejudice to any other right or remedy will be at liberty to forfeit the whole of the earnest money.

2. **EMD:**

a) An EMD of **Rs. 3,80,000/-** (Rupees Three Lakh Eighty Thousand only) is payable in the form of Account Payee Demand Draft/ Banker's cheque from any scheduled commercial bank in India in favour of HMT Limited, Bengaluru", payable at Bengaluru

B) Online Bank Transfer (Proof of online transfer should be submitted along with the tender papers) through NEFT/RTGS can be made at the following HMT Limited account maintained with UBO Bank, Ganganagar branch Current A/c No.: **90020200010001** IFSC: **UCBA0002016**

However, please note MSME / Start-up/NSIC registered firms are exempted from submission of requisite EMD.

3. The Technical (Part I) tenders will be opened at **15:00 hrs. on the date as mentioned above** in the presence of available tenderers or their authorized representatives. Subsequently vendors who have qualified in technical bid shall be intimated of the opening of the Price Bid. In the second stage, the financial bids of only the technically acceptable offers shall be opened for further scrutiny and evaluation. Other financial bids would be returned unopened to the respective bidders under Registered AD/ Reliable Courier or any other mode with proof of delivery.

4. **Clarification of Bidders**

For any clarification bidder may contact Asset Management / Administration Office, HMT Limited, Bengaluru, on any working day during working hours before submission of tender paper. Contractor is advised to visit the site with prior information to understand the actual scope of work and prevailing site conditions. Authorisation paper must be displayed for any person visiting on behalf of contractor. Once tender is submitted, it will be implied to assume that the contractor has fully understood the detail specifications, site condition and scopes of work. Any ignorance regarding these will not be entertained after submission of the tender. Our contract numbers are: 080-23330333.

5. The calculations made by the tenderer should be based upon probable quantities of several items of work, which are furnished for the tenderer's convenience in the schedule of probable quantities, but it must be clearly understood that the contract is nota lump sum contract.

6. The successful tenderer is bound to carry out any items of work necessary for the completion of the job though such items as are not included in the quantities and rates with the written approval of the employer.

7. No counter conditions shall be accepted.

8. Tender Evaluation

- i) The tender shall be evaluated on L1 quoted rates among participated agencies. However, HMT Limited does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity tender or cancel the tender without assigning any reason what so ever.
 - ii) HMT Limited shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
 - iii) Quoted price should be in words and figures. Any discrepancy between words and figures, the price in words shall prevail. Insertions, postscripts, additions and alterations shall not be recognized, unless authenticated by the tenderer's signature.
 - vi) In case of discrepancy between unit price and total price/cost, the unit rate will be considered for evaluation. All decisions by HMT Limited on the evaluation of bids will be final and binding on the Bidders and is not subject to any scrutiny.
 - v) Any effort by a bidder to influence HMT Limited personnel or representatives on matters relative to the bid under study in the process of examination, clarification, evaluation and comparison of bids, selection of materials and in decisions concerning award of contract may result in rejection of his bid.
9. Parties who have been black listed /debarred by HMT Limited or any PSU or any Government Departments are not eligible for submission of this tender.
10. HMT Limited does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting/rejecting the whole or any part of the tender or portion of the quantity tendered without assigning any reason thereof.
11. A tenderer should quote the tender in figures as well as in word rate(s). The amount for each item should be worked out and the requisite totals given. Special care shall be taken to write rates in figures as well as in words and the amounts in figures only in such a way that interpolation is not possible. The Rates and total amounts should be rounded off to nearest Rupees value. In case of discrepancy between the rates in words and figures the rate quoted by the tender in words shall be taken as correct.
12. The tender document should be signed on each page by the tenderer or his duly authorized representative. Tender document should be accompanied by a certified true copy of an absolute power of Attorney in favour of signatory to the documents.
13. Any discrepancies, omissions, ambiguities or conflicts in or among contract documents or any doubt as to their meaning should be called to the attention of **The Deputy General Manager(A&AM)**, HMT Limited Contact ph. 080-23330333 within three (3) days of issue of tender. Where information sought is not clearly indicated or specified, the

“Renovation of Toilets at HMT Bhavan, HMT Limited, Bengaluru”

company will issue a clarifying bulletin to all tenderers, which will become part of the contract. Any oral instructions will not form any part of contract.

14. The use of whitener / eraser in this tender is prohibited. If any correction becomes of necessary, the same should be done by striking off originally written rates & figures etc. and then rewritten should be done under initials of person filling the tender.
15. Please note that the contractors who have worked earlier with HMT Limited, Bengaluru and their performance was not found satisfactory for any of the jobs awarded to them, their tenders shall not be opened during technical bid stage and their offers shall be considered as invalid and shall be rejected.
16. The contractor should also comply all requirements and obligation of ISO for HMT Limited and its employees.

17. Restricted Area

Contractor shall fully recognize that the site shall be a restricted area and that all works and movement within it shall be subjected to the HMT Limited's direction and control.

18. Penalties

In case the Tenderer fails to execute the work as per the Terms and Conditions and instructions, The Management reserves the rights to impose Liquidated damages as mentioned below:

- 18.1 In case the Tenderer not carried out the work as per the Terms and Conditions of the work order, not complied with the statutory requirement and its obligations, abandons/discontinue the contract within the validity of the contract period, the HMT Limited Management reserves the rights to get the remaining work/uncompleted work done through any other agencies and the loss or extra expenditure suffered in such event shall be debited to Tenderers' account in addition to forfeiting the Security Deposit.
- 18.2 In case of default or breach of Contract Terms & Conditions, the Security Deposit is liable for forfeiture.
- 18.3 Un-satisfactory performance of the Contract may also lead to blacklisting of the Tenderer.

19. Water and Electricity

- **Water** – The Contractor is permitted to avail the services available at site free of charge. However, any dis-proportionally large or a high-volume consuming activity shall be performed only after prior approval is obtained from the HMT Limited.
- **Electricity** – The Contractor is permitted to avail electricity at site free of charge for performance of their scope of work. However, any dis-proportionally large or a high-volume consuming activity shall be performed only after prior approval is obtained from the HMT Limited.

20. Conflict of Interest

- 20.1 Contractor shall conduct its operations in a lawful manner consistent with good international practices and standards for such type of services.
- 20.2 Neither Contractor nor any of its subsidiaries or affiliates shall in connection with the services enter into a contract, give an undertaking, bid, enter into a Joint Venture Partnership, have any relations with a Third Party or any other arrangement to perform any services, to supply goods or equipment which may be to HMT Limited's detriment.
- 20.3 Any treasures, antiques, valuable etc. found during excavation belong to the HMT Limited & same shall be handed over without causing any damage to them.
- 20.4 The Contractor must ensure that at no point of time should any system be rendered non-functional.
- 20.5 Communication and Document distribution pertain to respective specialized works shall be made during execution of work to meet the requirement of the HMT Limited.
- 20.6 Details of the service infrastructure in terms of the service staff strength and their qualifications shall be submitted.

21. Force Majeure Clause

HMT Limited shall in addition to its power under other clauses to determine Purchase orders have power to terminate its liability there under at any time by giving a notice of reasonable time in writing to the supplier of the company's desire to do so and upon the expiration of the notice the P.O /W.O shall be determined without prejudice to the rights of the parties accrued to the date of determination.

22. All terms & conditions of this NIT shall be treated as part & parcel of the contract.

23. The term Goods & Services whereas written shall be referred as works contract in this tender.

(To be signed & stamped and submitted along with Techno-commercial Bid Part -I)

SECTION II: GENERAL INSTRUCTIONS TO TENDERER (GIT)

Part I: General Instructions Applicable to all Types of Tenders

This shall be signed & stamped and submitted as acceptance of terms & conditions.
(Offer without the copies shall be liable to be rejected)

A PREAMBLE

1. Introduction

- 1.1 Definitions and abbreviations, which have been used in these documents, shall have the meanings as indicated in GCC.
- 1.2 For sake of convenience, whole of this Standard Bidding Document (including all sections) is written in reference to Procurement of Goods Tenders. However, this SBD would be utilized for all types of Tenders e.g. EOI, PQB, Rate Contract, Tenders involving Samples, Sale / Disposal of Scrap Material and Development / indigenization etc., Procurement of Services etc. Therefore, the construction of all clauses are to be interpreted in the context of particular type of tender beyond the letter of the clause, read with the additional clauses for the specific type of tenders in Part II GIT/ GCC.
- 1.3 These tender documents have been issued for the requirements mentioned in Section - V - "List of Requirements", which also indicates, inter-alia, the required delivery schedule and terms & place (i.e. destination) of delivery.
- 1.4 This section (Section II - "General Instruction to Tenderers" - GIT) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract. With this limited objective, GIT is not intended to be complete by itself and the rest of this document - SIT, GCC and SCC in particular may also be thoroughly studied before filling up the Tender Document. There would be certain topics covered in GIT/SIT as well as in GCC/SCC from different perspectives. In case of any conflict between these, provisions of GCC/SCC would prevail.
- 1.5 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.

2. Language of Tender

The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and HMT Limited, shall be written in English or Hindi language, unless otherwise specified in the Tender. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by Hindi or English translation. For purposes of interpretation of the tender, the English translation shall prevail.

3. Eligible Tenderers

This invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified in these documents. Please refer to Section IX: Qualification / Eligibility Criteria.

4. Eligible Goods and Services

All goods and related services to be supplied under the contract shall have their origin in India or other countries, subject to any restriction imposed in this regard in Section III (SIT). The term "origin" used in this clause means the place where the goods are mined, grown, produced or manufactured or from where the related services are arranged and supplied.

5. Tendering Expense

The tenderer shall bear all costs and expenditure incurred and / or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. HMT Limited will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

B TENDER DOCUMENTS

6. Content of Tender Documents

- 6.1 The tender document includes: -
 - 6.1.1 Section I : Notice Inviting Tender (NIT)
 - 6.1.2 Section II : General Instructions to Tenderers (GIT)
 - 6.1.2.1 Part I : General Instructions applicable to all types of tenders
 - 6.1.2.2 Part II : Additional General Instructions applicable to specific types of tenders
 - 6.1.3 Section III : Special Instructions to Tenderers (SIT)
 - 6.1.4 Section IV : General Conditions of Contract (GCC)
 - 6.1.5. Section V : Special Conditions of Contract (SCC)
 - 6.1.6. Section VI : List of Requirements
 - 6.1.7 Section VII : Technical Specifications
 - 6.1.8 Section VIII : Quality Control Requirements
 - 6.1.9 Section IX : Qualification / Eligibility Criteria
 - 6.1.10 Section X : Tender Form
 - 6.1.11 Section XI : Price Schedule
 - 6.1.12 Section XII : Questionnaire
 - 6.1.13 Section XIII : Bank Guarantee Form for EMD
 - 6.1.14 Section XIV : Manufacturer's Authorization Form
 - 6.1.15 Section XV : Bank Guarantee Form for Performance Security
 - 6.1.16 Section XVI : Contract Form
 - 6.1.17 Section XVII : Letter of Authority for attending a BidOpening
 - 6.1.18 Section XVIII : Shipping Arrangements for Liner Cargoes A : In respect of CFR, CIF, Turnkey/F.O.R. contracts for import B : In respect of FOB/FAS contracts for import
 - 6.1.19 Section XIX : Proforma of Bills for Payments
 - 6.1.20 Section XX : Proforma for Pre Contract Integrity Pact

6.1 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers before formulating the tender and submitting the same to HMT Limited, should read and examine all the terms, conditions, instructions etc. contained in the tender documents. Failure to provide and / or comply with the required information, instructions etc. incorporated in these tender documents may result in rejection of its tender.

7. Amendments to Tender Documents

- a. At any time prior to the deadline for submission of tenders, HMT Limited may, for any reason deemed fit by it, modify the tender documents by issuing suitable amendments to it.
- b. Such an amendment will be uploaded in the website and notified in writing by registered / speed post or by fax / telex / e- mail, followed by copy of the same by suitable recorded post to all prospective tenderers, which have received the tender documents and will be binding on them.
- c. In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, HMT Limited may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

8. Pre-Bid conference

If found necessary, a pre-bid conference may be stipulated in the SIT, for clarification/amendment to Technical specifications / techno-commercial conditions in two-bid tenders.

9. Clarification of Tender Documents

A Tenderer requiring any clarification or elucidation on any issue of the tender documents may take up the same with HMT Limited in writing or by fax / e-mail / telex.

HMT Limited will respond in writing to such request provided the same is received by HMT Limited not later than twenty one days (unless otherwise specified in the SIT) prior to the prescribed date of submission of tender. Copies of the query and clarification shall be sent to all prospective bidders who have received the bidding documents.

C PREPARATION OF TENDERS

10. Documents Comprising the Tender

10.1 The tender to be submitted by Tenderer shall contain the following documents, duly filled in, as required:

10.1.1 Tender Form and Price Schedule along with list of deviations (ref Clause 19.4) from the clauses of this SBD, if any.

10.1.2 Documentary evidence, as necessary in terms of GIT clauses 3 and 16 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.

- 10.1.3 Documents and relevant details to establish in accordance with GIT clause 17 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the tender documents along with list of deviations if any (ref clause 17.3 of GIT).
- 10.1.4 Earnest money furnished in accordance with GIT clause 18.18.1 alternatively, documentary evidence as per GIT clause 18.2 for claiming exemption from payment of earnest money. and
- 10.1.5 Questionnaire as per Section XII.

- 10.2 A tender, that does not fulfil any of the above requirements and / or gives evasive information / reply against any such requirement, shall be liable to be ignored and rejected.

- 10.3 Tender sent by fax/email/telex/cable shall be ignored.

11. Tender currencies

- 11.1 Unless otherwise specified, the tenderer shall quote only in Indian rupees.
- 11.2 Where the tender condition specifies acceptance of quotations in different currencies, then, for domestic goods, prices shall be quoted in Indian rupees only and for imported goods, prices shall be quoted either in Indian rupees or in the currency stipulated in the SIT, mentioning, inter-alia, the exchange rate adopted for converting foreign currency into Indian Rupees. As regards price(s) for allied services, if any, required with the goods, the same shall be quoted in Indian Rupees if such services are to be performed / undertaken in India.
- 11.3 Tenders, where prices are quoted in any other way shall be treated as unresponsive and rejected.

12. Tender Prices

- 12.1 The Tenderer shall indicate on the Price Schedule provided under Section X all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified accordingly by the tenderer.
- 12.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.

- 12.3 The quoted prices for goods offered from within India (goods manufactured in India or goods of foreign origin already located in India) and that for goods of foreign origin offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.
- 12.4 While filling up the columns of the price schedule, the following aspects should be noted for compliance:
- 12.5 For goods offered from within India (goods manufactured in India or goods of foreign origin already located in India), the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) The price of the goods, quoted ex-factory, ex-showroom, ex warehouse or off-the-shelf, as applicable, including Goods and services Tax, Customs duty or any other similar duties and taxes already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex showroom etc.
 - b) Goods and Services Tax, which will be payable on the goods in India if the contract is awarded.
 - c) Charges towards inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and
 - d) The price of incidental services, as and if mentioned in List of Requirements.
- 12.6 For goods of foreign origin offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) The price of goods quoted FAS / FOB port of shipment, CIF port of entry in India or CIF specified place of destination in India as indicated in the List of Requirements,
 - b) Wherever applicable, the amount of custom duty and import duty on the goods to be imported.
 - c) The charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination, as specified in the List of Requirements. and
 - d) The charges for incidental services, as and if mentioned in the List of Requirements.

12.7 Additional information and instruction on Duties and Taxes:

For goods offered from within India (goods manufactured in India or goods of foreign origin already located in India), if the Tenderer desires to ask for Goods and services Tax, Customs duty or any other similar duties and taxes to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

12.8 Goods and Services Tax

- a) If reimbursement of Goods and Services Tax is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the tax applicable. In the absence of any such stipulation, it will be presumed that the prices quoted are firm and final and no claim on account of Goods and Services Tax will be entertained after the opening of tenders.
- b) If a Tenderer chooses to quote a price inclusive of Goods and Services Tax and also desires to be reimbursed for variation, if any, in the Goods and Services Tax during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of Goods and Services Tax included in its price. Failure to indicate all such details in clear terms may result in statutory variations being denied to the tenderer.
- c) Subject to sub clauses 12.8 (a) & (b) above, any change in Goods and Services Tax upward / downward as a result of any statutory variation in Goods and Services Tax taking place within original Delivery Period shall be allowed to the extent of actual quantum of Goods and Services Tax paid by the supplier. In case of downward revision in Goods and Services Tax, the actual quantum of reduction of Goods and Services Tax shall be reimbursed to HMT Limited by the supplier.

All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

12.9 Goods and Services Tax...contd...

If a tenderer asks for GST to be paid extra, the rate and nature of such taxes applicable should be shown separately. Such taxes will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to such taxes and is payable as per the terms of the contract.

12.10 Goods and Services Tax...contd...

- i) The tenderer should quote the exact percentage of GST that they will be charging extra.
- ii) While quoting the rates, tenderers should pass on (by way of reduction in prices) the input tax credit that would become available to them by switching over to the new system of GST from the existing system of tax, duly stating the quantum of such credit per unit of the item quoted for.
- iii) The tenderer while quoting for tenders should give the following declaration:

“We agree to pass on such additional input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supply under the GST scheme by way of reduction in price and advise the purchaser accordingly.”

iv) The supplier while claiming the payment shall furnish the following certificate to the paying authorities:

“We hereby declare that additional input tax credit to the tune of Rs... has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted.”

12.11 Duties, taxes, and other levies of Local bodies

Unless otherwise stated in the SIT, the goods supplied against contracts placed by HMT Limited are not exempted from levy of duties, taxes and other Levies of local bodies. In such cases, the supplier should make the payment to avoid delay in supplies and forward the receipt of the same to the purchasing department for reimbursement and, also, for further necessary action. In cases where exemption is available, suppliers should obtain the exemption certificate from the purchasing department to avoid payment of such levies and taxes.

12.12 Duties / Taxes on Raw Materials

HMT Limited is not liable for any claim from the supplier on account of fresh imposition and / or increase (including statutory increase) of Customs duty, Goods and Services Tax or any other similar duties and taxes on raw materials and/or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract, unless such liability is specifically agreed to in terms of the contract.

12.13 Imported Stores not liable to Above-mentioned Taxes and Duties:

Above mentioned Taxes and Duties are not leviable on imported goods (goods of foreign origin offered from abroad) and hence would not be reimbursed.

12.14 Customs Duty:

In respect of imported goods of foreign origin offered from abroad, the tenderer shall specify the rate as well as the total amount of customs duty payable. The tenderer shall also indicate the corresponding Indian Customs Tariff Number applicable for the goods in question.

12.14.1 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 11 shall be followed.

12.14.2 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 12 shall be followed.

12.14.3 Unless otherwise specifically indicated in this tender document, the terms FOB, FAS, CIF etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris.

12.14.4 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 12) is for the purpose of comparison of the tenders by HMT Limited and will no way restrict HMT Limited's right to award the contract on the selected tenderer on any of the terms offered.

13. Authorized Dealer/Distributor/Representative

Principal manufacturers/OEMs, manufacturers under license or their authorized Dealers/Distributors/Representatives who are exclusively appointed by the principal manufacturers/OEMs to represent them in the country shall be eligible to apply or to take part in the bid. One Principal manufacturer/OEM can authorize only one Dealer/ Distributor/Representative for a particular tender. Similarly, one authorized Dealer/Distributor/Representative can represent only one Principal manufacturer / OEM in a particular tender. There can be only one bid from either: -

13.1 The Principal manufacturer/OEM directly; or

13.2 Any of its branch/division/subsidiary; or

13.3 Authorized Dealer/Distributor/Representative on behalf of the principal manufacturer/OEM

Note:

- (i) In a tender, either the Principal manufacturer/OEM or its authorized dealer/distributor/representative can bid but both cannot bid simultaneously in the same tender.
- (ii) In case the bidder is an authorized Dealer/Distributor/Representative, except in case of Commercially-Off-the-Shelf (COTS) items, then
 - (a) the bidder should have been associated as authorised dealer/distributor/representative of the same or other Principal Manufacturer/OEM for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on 31st March (or any other year ending followed in relevant country) of the previous financial year; and
 - (b) the principal manufacturer/OEM should furnish a legally enforceable tender-specific authorization in the prescribed form (Section XIV of SBD) assuring full guarantee and warranty obligations as per the general and special conditions of contract and to abide by other tender terms and conditions. The letter of authorization should be signed by a person competent and having the power of attorney to legally bind the manufacturer; and
 - (c) the principal manufacturer/OEM should meet all the pre- qualification criteria without exemption.
- (iii) For commercially off the shelf (COTS) items with clear and standard specifications, a valid dealership certificate will have to be submitted.

14. Firm Price / Variable Price

- 14.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- 14.2 In case the tender documents require offers on variable price basis, the price quoted by the tenderers will be subject to adjustment during original Delivery Period to take care of the changes in the cost of labour and material components in accordance with the price variation formula to be specified in the SIT. If a tenderer submits firm price quotation against the requirement of variable price quotation, that tender will be prima-facie acceptable and considered further, taking price variation asked for by the tenderer as zero.
- 14.3 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 12 will apply for both firm price tender and variable price tender.
- 14.4 Subject to provisions of Clause 11 above, where prices are quoted in foreign currencies, involving imports - Foreign Exchange Rate Variation (ERV) would be borne by the Purchaser within the original Delivery Period. The offer of the Tenderer should indicate import content and the currency used for calculating import content.
- 14.5 Base Exchange rate of each major currency used for calculating FE content of the contract should be indicated. The base date of ERV would be contract date and variation on the base date can be given up to the midpoint manufacture, unless firm has already indicated the time schedule within which material will be imported by the firm.
- 14.6 In case delivery period is refixed / extended, ERV will not be admissible, if this is due to default of the supplier.

14.7 Documents for claiming ERV:

- 14.7.1 A bill of ERV claim enclosing working sheet.
- 14.7.2 Banker's Certificate/debit advice detailing FE paid and exchange rate.
- 14.7.3 Copies of import order placed on supplier.
- 14.7.4 Invoice of supplier for the relevant import order

15. Alternative Tenders

Unless otherwise specified in the Schedule of Requirements, alternative tenders shall not be considered.

16. Documents Establishing Tenderer's Eligibility and Qualifications

- 16.1 Pursuant to GIT clause 10, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 16.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:
 - a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorized by the goods manufacturer to quote for and supply the goods to HMT Limited. The tenderer shall submit the Manufacturer's Authorization Letter to this effect as per the standard form provided under Section XIV in this document.

- b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
- c) In case the tenderer is not doing business in India, it is / will be duly represented by an authorized dealer/Distributor/ Representative stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

17. Documents establishing Good's Conformity to Tender document

- 17.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by HMT Limited in the tender documents. For this purpose, the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by HMT Limited in the tender documents to establish technical responsiveness of the goods and services offered in its tender.
- 17.2 In case there is any variation and/or deviation between the goods & services prescribed by HMT Limited and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity along with justification, and provide the same along with its tender.
- 17.3 If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to HMT Limited in this regard.

18. Earnest Money Deposit (EMD)

- 18.1 Pursuant to GIT clause 10.1.4 the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect HMT Limited against the risk of the Tenderer's unwarranted conduct as amplified under sub-clause 23.23.2 below.
- 18.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Central Purchase Organisation or as a Micro and Small Enterprise (MSE) as defined in MSEs Order 2012 issued by Ministry of Micro, Small and Medium Enterprises (MSME) or as a Startup as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), registered before tender date are exempted from payment of earnest money. In case the tenderer falls in these categories, it should furnish certified copy of its valid registration details (registration with CPO or as a MSE or as a Startup, as the case may be). Micro & Small Enterprises must attach Registration Certificate issued by DIC / KVIC / KVIB / Coir Board / NSIC / Directorate of Handicrafts and Handlooms, or any other body specified by MSME for authentication such as Udyog Aadhaar Memorandum / Acknowledgment.

- 18.3 The earnest money shall be denominated in Indian Rupees or in equivalent foreign exchange in case of GTE/ICB tenders.
- 18.4 The earnest money shall be furnished in one of the following forms:
- a) Account Payee Demand Draft from any scheduled commercial bank in India or
 - b) Banker's cheque from any scheduled commercial bank in India or
 - c) Online Bank Transfer (Proof of online transfer to be submitted)
 - d) Bank Guarantee issued/confirmed by any scheduled commercial bank in India in the proforma given in Section XIII of SBD in case the amount is more than Rs.5 lakh and in case of foreign bidders in GTE/ICB tenders (in equivalent foreign exchange amount)
- 18.5 The earnest money shall be valid for a period of forty-five days beyond the validity period of the tender.
- 18.6 Unsuccessful tenderers' earnest monies will be returned to them without any interest whatsoever within 15 days of determination of the tenderers as unsuccessful after opening of Price Bid. The successful bidder's bid security (EMD) can be adjusted against the SD or returned as per the terms of the tender document. The balance can be deducted from the supplier's bill/invoice before release of payment. Unlike Procurement of Works, in Procurement of Goods, the concept of taking part of Performance Guarantee as money retained from first or progressive bills of the supplier is not acceptable.
- 18.7 Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful tenderer's earnest money will be forfeited if it fails to furnish the required performance security within the specified period.

19. Tender Validity

- 19.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 90 days (Ninety days) in case of single bid tender system and 120 days in case of two- bid system after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 19.2 In exceptional cases, the tenderers may be requested by HMT Limited to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/email/telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly.
- 19.3 In case the day up to which the tenders are to remain valid falls on/subsequently declared a holiday or closed day for HMT Limited, the tender validity shall automatically be extended up to the next working day.
- 19.4 Compliance with the Clauses of this Tender Document: Tenderer must comply with all the clauses of this Tender Document. In case there are any deviations, these should be listed in a chart form without any ambiguity along with justification.

20. Signing and Sealing of Tender

- 20.1 An authenticated copy of the document which authorizes the signatory to commit on behalf of the firm shall accompany the offer. The individual signing the tender or any other documents connected therewith should clearly indicate his full name and designation and also specify whether he is signing,
- a) As Sole Proprietor of the concern or as attorney of the Sole Proprietor;
 - b) As Partner (s) of the firm;
 - c) As Director, Manager or Secretary in case the of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.
- 20.2 The authorized signatory of the tenderer must sign the tender at appropriate places and initial the remaining pages of the tender.
- 20.3 The tenderers shall submit their tenders as per the instructions contained in GIT Clause
- 20.4 Unless otherwise mentioned in the SIT, a tenderer shall submit two copies of its tender marking them as "Original" and "Duplicate".
- 20.5 The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 20.6 All the copies of the tender shall be duly signed at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialed by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialed by the person(s) signing the tender.
- 20.7 The tenderer is to seal the original and each copy of the tender in separate envelopes, duly marking the same as "Original", "Duplicate" and so on and writing the address of HMT Limited and the tender reference number on the envelopes. The sentence 'NOT TO BE OPENED" before (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, HMT Limited will not assume any responsibility for its misplacement, premature opening, late opening etc.
- 20.8 For purchasing capital equipment, high value plant, machinery etc. of complex and technical nature, tender document will seek quotation in two parts (Two Bid System) - first part containing the relevant technical details of the equipment / machinery etc., and in the second part, price quotation along with other allied issues. First part will be known as 'Technical Bid', and the second part 'Financial bid'. Tenderer shall seal separately 'Technical Bid' and 'Financial bid' and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and evaluation would be done as described in clause 24.4 below. Further details would be given in SIT, if considered necessary.
- 20.9 If permitted in the SIT, the tenderer may submit its tender through e-tendering procedure.

D SUBMISSION OF TENDERS

21. Submission of Tenders

- 21.1 Unless otherwise specified, the tenderers are to deposit the tenders in the tender box kept for this purpose at a place as indicated in para 1 of NIT. In case of bulky tender, which cannot be put into tender box, the same shall be submitted by the tenderer by hand to the designated officers of HMT Limited, as indicated in clause 1 of NIT. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.
- 21.2 The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for HMT Limited, the tenders will be received up to the appointed time on the next working day.

22 Late Tender

A tender, which is received after the specified date and time for receipt of tenders will be treated as "late" tender and will be ignored.

23 Alteration and Withdrawal of Tender

- 23.1 The tenderer, after submitting its tender, is permitted to alter/ modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.
- 23.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender besides other sanctions by HMT Limited.

E TENDER OPENING

24 Opening of Tenders

- 24.1 HMT Limited will open the tenders at the specified date and time and at the specified place as indicated in clause 1 of NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for HMT Limited, the tenders will be opened at the appointed time and place on the next working day.
- 24.2 Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority as per the format in Section XIV from the corresponding tenderers. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.

- 24.3 During the tender opening, the tender opening official(s) will read the salient features of the tenders like description of the goods offered, price, special discount if any, delivery period, whether earnest money furnished or not and any other special features of the tenders, as deemed fit by the tender opening official(s).
- 24.4 In the case of two bid system mentioned in clause 20.8 above, the technical bids are to be opened in the first instance, at the prescribed time and date. These bids shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the tender document. Thereafter, in the second stage, the financial bids of only the technically acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation. Other financial bids would be returned unopened to the respective bidders under Registered AD/ Reliable Courier or any other mode with proof of delivery.

F SCRUTINY AND EVALUATION OF TENDERS

25. Basic Principle

Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

26. Preliminary Scrutiny of Tenders

- 26.1 The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document, the tenders, that do not meet the basic requirements, are liable to be treated as unresponsive and ignored.
- 26.2 The following are some of the important aspects, for which a tender may be declared unresponsive and ignored;
- a) Tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document.
 - b) Tenderer is not eligible.
 - c) Tender validity is shorter than the required period.
 - d) Required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption.
 - e) Tenderer has quoted for goods manufactured by a different firm without the required authority letter from that manufacturer.
 - f) Tenderer has not agreed to give the required performance security.
 - g) Goods offered are sub-standard, not meeting the required Specification etc.
 - h) Tenderer has not agreed to essential condition(s) specially Incorporated in the tender enquiry.

- i) Against a schedule in the List of Requirement (incorporated in the tender enquiry), the Tenderer has not quoted for the entire requirement as specified in that schedule. (Example: In a schedule, it has been stipulated that the Tenderer will supply the equipment, install and commission it and also train HMT Limited 's operators for operating the equipment. The Tenderer has however, quoted only for supply of the equipment).

27. Minor Infirmary / Irregularity / Non-Conformity

If during the preliminary examination, HMT Limited find any minor infirmity and / or irregularity and / or non-conformity in a tender, HMT Limited may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, HMT Limited will convey its observation on such 'minor' issues to the tenderer by registered / speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

28. Discrepancy in Prices

- 28.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless HMT Limited feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 28.2 If there is an error in a total price, which has been worked out through addition and / or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 28.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 28.1 and 28.2 above.
- 28.4 If, as per the judgment of HMT Limited, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of HMT Limited, the tender is liable to be ignored.

29. Discrepancy between original and copies of Tender

In case any discrepancy is observed between the text etc. of the original and that of other copies of the same tender set, the text etc. of the original shall prevail. Here also, HMT Limited will convey its observation suitably to the tenderer by registered / Speed post and, if the tenderer does not accept HMT Limited's observation, that tender will be liable to be ignored.

30. Clarification of Bids

During evaluation and comparison of bids, purchaser may, at its discretion ask the bidder or clarification of its bid. The clarification should be received within 7 days from the bidder from date of receipt of such request. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

31. Qualification / Eligibility Criteria

Tenders of the tenderers, who do not meet the required qualification / eligibility criteria prescribed in Section VIII, will be treated as unresponsive and will not be considered further.

32. Conversion of tender currencies to Indian Rupees

In case the tender document permits the tenderers to quote their prices in different currencies, all such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the Bill Currency Selling exchange rates established by the State Bank of India for similar transactions, as on the date of tender opening.

33. Schedule-wise Evaluation

In case the List of Requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender. However, as already mentioned in GIT sub clause 12.2, tenderers have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts, wherever applicable, will be taken into account to determine the tender or combination of tenders offering the lowest evaluated cost for HMT Limited in deciding the successful tenderer for each schedule, subject to that tenderer(s) being responsive.

34. Comparison on CIF/FOR Destination Basis

Unless mentioned otherwise in Section V, List of Requirements, the comparison of the responsive tenders shall be on CIF/FOR destination basis, duly delivered, commissioned, etc. as the case may be.

35. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

35.1 Further to GIT Clause 33 above, HMT Limited's evaluation of a tender will include and take into account the following:

- a) In the case of goods offered from within India (goods manufactured in India or goods of foreign origin already located in India), Goods and Services Tax or any other similar duties and taxes, which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
- b) In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.

- 35.2 HMT Limited's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.
- 35.3 As per policies of the Government from time to time, the purchaser reserves its option to give price preference to Micro & Small Scale Industries in comparison to the large scale Industries. This price preference cannot however be taken for granted and every endeavor need to be made by such firms to bring down cost and achieve competitiveness.
- 35.4 If the tenders have been invited on variable price basis, the tenders will be evaluated, compared and ranked on the basis of the position as prevailing on the day of tender opening and not on the basis of any future date.

36. Tenderer's capability to perform the contract

- 36.1 HMT Limited, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.
- 36.2 The above mentioned determination will, inter-alia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of HMT Limited as incorporated in the tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by HMT Limited.

37. Cartel Formation / Pool Rates

Cartel formation or quotation of Pool / Co-ordinated rates, leading to 'Appreciable Adverse Effect on Competition' (AAEC) as identified in Competition Act, 2002, as amended by Competition (Amendment) Act, 2007, would be considered as a serious misdemeanor and would be dealt accordingly as per Clause 44 below.

38. Negotiations

Normally there would be no price negotiations. But HMT Limited reserves its right to negotiate with the lowest acceptable bidder (L1), who is techno-commercially cleared / approved for supply of bulk quantity and on whom the contract would have been placed but for the decision to negotiate, under special circumstances in accordance with CVC guidelines. Selection of contractors by negotiations should be a rare exception rather than the rule and may be resorted to only in the exceptional circumstances under the following circumstances: -

- (i) Where the procurement is done on nomination basis (PAC and STE without PAC);
- (ii) Procurement is from a single or limited sources of supply;
- (iii) Procurements where there is suspicion of cartel formation.

39. Contacting HMT LIMITED.

39.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact HMT Limited for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

39.2 It will be treated as a serious misdemeanor in case a tenderer attempts to influence HMT Limited's decision on scrutiny, comparison, evaluation and award of the contracts. In such a case the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by HMT Limited, in terms of clause 44 of GIT.

G AWARD OF CONTRACT

40. HMT Limited's Right to Accept any Tender and to Reject any or all Tenders

HMT Limited reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

41. Award Criteria

Subject to GIT clause 36 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by HMT Limited in terms of Company policy / Ministry Guidelines.

42. Variation of Quantities at the Time of Award

Normally, there will be no variation of quantities at the time of awarding the contract. However, at the time of awarding the contract, the quantity to be procured shall be re-judged based on the current data, since the ground situation may have very well changed. In that case, HMT Limited reserves the right to increase or decrease the tendered quantity by 25 (Twenty-Five) per cent for ordering, if so warranted. A clause would be included in SIT giving further details.

43. Parallel Contracts

HMT Limited reserves its right to conclude Parallel contracts, with more than one bidder (for the same tender). If this is foreseen at the time of Tendering, a clause would be included in SIT giving further details.

44. Serious Misdemeanors

44.1 Following would be considered serious misdemeanors:

- (i) Submission of misleading / false / fraudulent information/ documents by the bidder in their bid
- (ii) Submission of fraudulent / un-encashable Financial Instruments stipulated under Tender or Contract Condition.
- (iii) Violation of Code of Ethics laid down in Clause 27 of the GCC.
- (iv) Cartel formation or quotation of Pool / coordinated rates leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified under the Competition Act, 2002.
- (v) Deliberate attempts to pass off inferior goods or short quantities.
- (vi) Violation of Fall Clause by Rate Contract holding Firms.
- (vii) Attempts to influence HMT Limited's Decisions on selection of materials scrutiny, comparison, evaluation and award of Tender.

44.2 Besides, suitable administrative actions, like rejecting the offers or delisting of registered firms, HMT Limited would ban / blacklist Tenderers committing such misdemeanor, including declaring them ineligible to be awarded HMT Limited contracts for indefinite or for a stated period.

45 Notification of Award

45.1 Before expiry of the tender validity period, HMT Limited will notify the successful tenderer(s) in writing, by registered / speed post or by fax / email / telex / cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by HMT Limited L, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to HMT Limited the required performance security within twenty-one days from the date of this notification. Relevant details about the performance security have been provided under GCC Clause 6 under Section IV.

45.2 The notification of award shall constitute the conclusion of the contract.

46 Issue of Contract

- 46.1 Within seven working days of receipt of performance security, HMT Limited will send the contract form (as per Section XIII) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.
- 46.2 Within seven days from the date of issue of the contract, the successful tenderer will return the original copy of the contract, duly signed and dated, to HMT Limited by registered / speed post.

47 Non-receipt of Performance Security and Contract by HMT Limited

Failure of the successful tenderer in providing performance security within 21 days of receipt of notification of award and / or returning contract copy duly signed in terms of GIT clauses 45 and 46 above shall make the tenderer liable for forfeiture of its EMD and, also, for further sanctions by HMT Limited against it.

48 Return of EMD

The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT Clause 18.6.

49 Publication of Tender Result

The name and address of the successful tenderer(s) receiving the contract(s) will be mentioned in the notice board/bulletin/ web site of HMT Limited.

50 Rate Contract Tenders

- 50.1 In addition to GIT in Part I above, following GIT will be applicable to rate contract Tenders:
- i) Earnest Money Deposit (EMD) is to be furnished by unregistered bidders only.
 - ii) In the Schedule of Requirement, no commitment of quantity is mentioned; only the anticipated requirement is mentioned without any commitment.
 - iii) HMT Limited reserves the right to conclude more than one rate contract for the same item.
 - iv) Unless otherwise specified in SIT, the currency of a Rate Contract would normally be for one year.
 - v) During the currency of the Rate Contract, HMT Limited may withdraw the rate contract by serving suitable notice. The prescribed notice period is generally thirty days.
 - vi) During the currency of the Rate Contract, HMT Limited would have the option to renegotiate the price with the rate contract holders.

- vii) During the currency of the Rate Contract, in case of emergency, HMT Limited may purchase the same item through ad hoc contract with a new supplier.
- viii) Usually, the terms of delivery in rate contracts are FOR dispatching station.
- ix) Supply orders, incorporating definite quantity of goods to be supplied along with all other required conditions following the rate contract terms, will be issued by nominated Direct Demanding Officers (DDO) for obtaining supplies through the rate contract.
- x) HMT Limited is entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be affected beyond the validity period of the rate contract, all such supply will be guided by the terms & conditions of the rate contract.
- xi) The rate contract will be guided by "Fall Clause" as described below.

50.2 Fall Clause

If the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods, following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly. Any violation of the fall clause would be considered a serious misdemeanor under clause 44 of the GIT and action, as appropriate, would be taken as per provision of that clause.

50.3 Performance Security

Depending on the anticipated overall drawl against a rate contract and, also, anticipated number of parallel rate contracts to be issued for an item, the procuring entity shall consider obtaining Performance Security @ 5% (Five percent) of the value of supply order in the supply orders issued against rate contracts on the rate contract holder.

50.4 Renewal of Rate Contracts

In case it is not possible to conclude new rate contracts before the expiry of existing ones, due to some special reasons, the existing rate contracts would be extended with same terms, conditions etc. for a suitable period, with the consent of the rate contract holders. Rate contracts of the firms, who do not agree to such extension, will be left out, Period of such extension would generally not be more than three months.

51. Prequalification Bidding

- 51.1 Prequalification Bidding is for short listing of qualified Bidders who fulfil the Prequalification criteria as laid down in SIT or in Section VIII of SBD - "Qualification Criteria" for procurement of Goods or Services as listed in Section V of SBD - "List of Requirements". Short listed Bidders would be informed of their qualification and short listing in accordance with the stipulations laid down in the SIT. Unless otherwise stipulated in the SIT the PQB short listing would be valid only till the next procurement tender. Further conditions will be elaborated in the SIT.
- 51.2 If stipulated in the SIT, only these short listed qualified bidders would be invited to participate in the Procurement of the requirements. Otherwise SIT may also indicate that instead of floating a separate PQB tender, it may be combined with the Procurement Tender, as a three bid tender. Initially the first Packet containing PQB would be opened and evaluation would be done. Thereafter the rest of tender would be handled as a two bid system for only those bidders who succeed in PQB.

52. Tenders involving Samples

- 52.1 Normally no sample would be called along with the offer for evaluation.
- 52.2 **Purchaser's Samples:** If indicated in the SIT, a Purchaser's sample may be displayed to indicate required characteristics over and above the Specifications for perusal of the bidders. Name and Designation of the Custodian, Place, Dates and Time of inspection of Purchaser's sample will be indicated in the SIT. The supplies in the contract will have to meet the indicated required characteristics for which the Purchaser's sample was displayed, besides meeting the specification listed in Section VI - "Technical Specifications" of the SBD. He would be issued a sealed Purchaser's sample for the purpose at the time of award of the contract.
- 52.3 **Pre-Production Samples:** If stipulated in SIT, successful contractor would be required to submit a Pre-Production sample(s) to the Inspecting Officer/ or the nominated authority mentioned in the contract within the time specified therein. If the Contractor is unable to do so, he must apply immediately to the Office issuing the acceptance of tender for extension of time stating the reasons for the delay. If the Purchaser is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he considers to be justified (and his decision shall be final) with or without alteration in the delivery period stipulated in the contract and on such conditions as he deems fit. In the event of the failure of the Contractor to deliver the pre-production sample by the date specified in the acceptance of tender or any other date to which the time may be extended as aforesaid by the Purchaser or of the rejection of the sample, the Purchaser shall be entitled to cancel the contract and, if so desired, purchase or authorize the purchase of the stores at the risk and cost of the Contractor (unless specified otherwise in the SIT). In such an event, in case of Security Items where urgency develops due to such delays, HMT Limited reserves its right to procure not more than one year's requirement against this "Risk & Cost" tender from existing pre-qualified and security cleared firms. Bulk production and supply will only be allowed if this sample(s) pass the Tests laid down in the Section VII "Quality Control Requirements" in the SBD.

- 52.4 **Testing of Samples:** Tests, procedures and testing laboratories for testing samples would be detailed in the Section VII - "Quality Control Requirements" in the SBD.
- 52.5 **Validation / Prolonged Trials:** If specified in SIT or in the Section VIII -"Quality Control Requirements" in the SBD, pre- production samples may have to undergo validation or extended trial before their performance can be declared satisfactory.
- 52.6 Parameters Settings and duration of Validation Tests would be indicated in the Section VII - "Quality Control Requirements" in the SBD. It would also stipulate the period or event marking end of validation trials. It would also be indicated therein whether the Permission to start bulk production will have to wait full validation or it can go on in parallel.

53.1 Submission of Offer

- 53.1.1 Unless specified otherwise in the SIT, tenders shall hold good for acceptance for a minimum period of 90 days (ninety days) from the date of opening of the tenders. The offers of the tenderers shall be irrevocable.
- 53.1.2 The HMT Limited reserves right to reject any offer without assigning any reason there for.
- 53.1.3 Unless otherwise stated in the SIT, the amount of EMD in such tenders would be 5% of the value of the tender. The Earnest Money shall be forfeited if the tenderer unilaterally withdraws amends, impairs or derogates from his offer in any respect within the period of validity of his offer.
- 53.1.4 If the offer of the tenderer is not accepted by the HMT Limited, the Earnest Money deposit made by the tenderer shall be refunded to him. No interest shall be payable on such refunds. The EMD deposited by the successful tenderer shall remain with the HMT Limited till payment of the security deposit (SD) money, as stipulated in relevant Clause, has been made. It may be adjusted as part of the total SD money at the discretion of the HMT Limited.
- 53.1.5 Duties, taxes and other levies of local bodies, whatever in force, shall be payable extra by the purchaser as per rules applicable to HMT Limited. Current and valid PAN and Goods and Services Tax Identification Number (GSTIN), wherever applicable, must be provided in the Bid of the Tenderer.
- 53.1.6 All arrangement for lifting and transportation of scrap material, including manpower, crane, transport vehicle and trolley etc., if required shall be made by the purchaser concerned only and the HMT Limited shall not provide or help in providing any such arrangements and the rate quoted by the purchaser must include such and all incidental charges.
- 53.1.7 Registered dealers who are exempted from payment of Goods and Services Tax must give reference to Goods and Services Tax laws which provides such exemption or submit any certificate as issued by the Goods and Services tax authorities and shall be required to submit necessary form duly completed in all respect to HMT Limited or its representatives before obtaining delivery order, duly signed by the partner of the firm or the person authorized to do so.

53.2 Notification of Acceptance and Award of Contract:

- 53.2.1 The successful tenderer, herein after referred to as purchasers, shall have to submit Security Deposit (SD) OR Performance Guarantee @ 3% of the total sale value of the contract within 5 working days of issue of the sale contract (excluding the date of issue of sale contract). The SD shall be deposited in the form of account payee demand draft drawn on any scheduled commercial bank in India in favor of **HMT Limited** or through online transfer or through other electronic mode of payment as mentioned in clause 3 of NIT in connection with EMD.
- 53.2.2 The purchaser has to pay balance payment within 20 days from the date of notification of acceptance, which is to be issued by **HMT Limited** or his authorized representative, in the form of account payee demand draft drawn on any scheduled commercial bank in India in favor of **HMT Limited** or through online transfer or through other electronic mode of payment. In case of any, default to deposit balance payment, **HMT Limited** reserves right to terminate the contract and forfeit the security deposit.

53.3 Disposal Tenders for Security and Sensitive Machinery and Items:

- 53.3.1 Non-Misuse Declaration: The bidder is required to give an undertaking that he or his employees or legal heirs will ensure that such items purchased from HMT Limited, will be utilized only for scrap recovery and will not be misused for any other purpose. He will also ensure that this undertaking is honoured and it got underwritten from further down the line scrap processors / re- purchasers, if any. In case his firm changes hands, it will be his responsibility to ensure that the new owners honour and underwrite this undertaking.
- 53.3.2 If stipulated in SIT delivery would be given only in dismantled / cutup condition.

54 Development and Indigenization Tenders:

- 54.1 Already developed firms or firms who have already received development orders for the item (with whatever results) would not be considered in such tenders.
- 54.2 If specified in SIT, The Tenderers may quote separately for
- i. Price / rate for bulk supply of item in development / indigenization supplies and
 - ii. Separately, cost of development including cost of pre- production samples. Firms would be paid only for the number of samples specified in the Tender. If he has to manufacture more samples due to failure of earlier one, he would not be paid for it.
- 54.3 L1 would be determined on the basis of rate of item quoted including reference to total cost of the development cost (including the cost of prototype) plus the notional total cost of quantities that will be required over next three years, wherever applicable.
- 54.4 Development contracts may, as far as feasible, be concluded with two or more contractors in parallel.
- 54.5 The ratio of splitting of the supply order between various development agencies / firms in cases of parallel development, including criteria thereof, would be specified in the SIT.

- 54.6 However, in case the requirement is meagre and complex technology is involved, or quantity of the equipment / spares is limited/small/uneconomic if distributed between two vendors, the entire order could be placed upon the L1 vendor only.
- 54.7 If specified in SIT, Advance and Intermediate Payment to Suppliers may be allowed.
- 54.8 Quantity for Development Commitment In Next three years, after the newly developed firm is able to successfully complete Development orders with +5% tolerances, 20% of annual quantity requirement may be reserved for Newly Developed firms.
- 54.9 Period of Development Commitment
A newly developed firm would be granted this facility till only three years after completing the initial Development order. However this facility is not a bar to the firm from competing with already established firms for quantities larger than 20% provided their prices and performance so warrant. Thereafter they would have to compete on equal terms with other already developed firms.

55 Disclaimer:

- 55.1 The HMT Limited reserves the right to reject / accept any tender.
- 55.2 HMT Limited reserves the right to cancel the tender / part or entire at its discretion.

(To be signed & stamped and submitted along with Techno-commercial Bid Part – I)

PART II: ADDITIONAL GENERAL INSTRUCTIONS APPLICABLE TO SPECIFIC TYPES OF TENDERS

1. Compliance of Security Norms:

The bidder shall provide security provisions to check infiltration, and safeguard of the works till the complete work is handed over. Nothing, extra shall be paid to the bidder by the HMT Limited on this account.

2. Restricted Area

Contractor shall fully recognize that the site shall be a restricted area and that all works and movement within it shall be subjected to the HMT Limited's direction and control.

3. Safety & Security Measures

- a. The contractor should scrupulously conform to the safety and security norms and stipulations while working in the security area. The contractor should maintain site clearance during the progress of the work and also after the completion of the work.
- b. It shall be the sole responsibility of the contractor to ensure safety to all his workers. The contractor shall take all the precaution during execution of work against any hazards, personnel injury or any damage to the property. The contractor shall provide adequate safety gadgets to the workmen as per norms.
- c. In respect of all labour, directly or indirectly employed on the works for the performance and execution of the contractor's work under the contract, the contractor shall at his own expense arrange for all the safety provisions as listed in (i) safety code forming part of the contract documents (ii) Indian Standards Regulations, Rules and orders made there under and such other acts as applicable.
- d. Precautions as stated in the safety clause are the minimum necessary and shall not preclude the Contractor taking additional safety precautions as may be warranted for the particular type of work or situations. Also mere observance of these precautions shall not absolve the contractor of his liability in case of loss or damage to property or injury to any person including the contractor's labour, the HMT Limited representatives or any member of the public or resulting in the death of any of these.
- e. Protective gear/PPE kits such as safety Masks/Helmets, Ear Muffler, Goggles, Gloves, Safety Belt, Safety Helmet, Rubber Shoes, etc. shall be provided by the contractor at his own cost to all his manpower working at site. HMT Limited shall have the right to stop any person not wearing such protective gear from working on the site.

- f. The contractor has to ensure that all equipment tools, brought on to the premises will be in safe conditions have recently been checked and that all personnel using the equipment and tools have been trained in their safe use.
- g. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the HMT Limited shall be entitled to do so and recover the costs thereof from the contractor. The decision of the HMT Limited in this regard shall be final and binding on the contractor.
- h. Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the contractor. The Contractor shall conform to all the Labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions.

i. SPECIAL SAFETY CODE TO BE FOLLOWED FOR THIS TENDER:

1. There shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.
2. An injured person shall be taken to a public hospital without loss of time, in case where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen working at heights & other works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the said rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra labour shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye- shields and gloves.
10. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
11. Suitable face-masks should be supplied for use by the workers when the paint is applied in the forms of spray or surface having lead paint is being dry rubbed and scraped.
12. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
13. Hoisting machines and tackle used in the works, including their attachments anchorage and supports shall be in perfect condition.

14. The Bidders should include the cost of erecting scaffoldings, ladder, jhulla etc. required for painting /patch repair of the building from inside and outside. The work of scaffolding shall be deemed to be the part of the work of respective items under schedule and no extra payment in this regard under any circumstance shall be admissible
 15. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.
- j. The contractor has to abide by the security rules of the Company. The contractor has to ensure the character and antecedent of the persons deployed. The contractor must be in a position to produce such documents whenever he is asked to do so. Details shall be furnished as per format when called for. The contractor has to issue printed photo identity card to its workers duly authenticated by the designated security officer of the Company. Contractor should apply for Gate Pass for labours, welding permission and material entry pass etc. as per approved format only, well in advance to avoid any delay in issue of Gate passes. The Contractor shall not allow any visitor to the site without the prior written approval of HMT Limited.
 - k. Contractor must ensure that the number of labours/masons or any other type of workers engaged for carrying out the work and requested for issue of gate pass are coming for the job awarded. In case any of the workers is not coming for which gate pass was requested/issued, the name of such persons should be brought to the notice of the concerned officer as well as to the Security section and surrender the pass issued immediately.
 - l. Permission to enter the site premises of HMT Bhavan for all the workers shall be applied in the prescribed Format, contractor must enclose copy of address proof (Voters ID card or ration card or driving license or passport etc., for all the workers for which permission has been requested. The details shall be submitted in the prescribed format as given below.

S. No	Name of Person	Father name	Age	ESI No/Workman Compensation Policy No	Present Address	Permanent Address	Identification Mark	Signature of the Individual

The following statement also has to be signed by the Contractor

“It is certified that I know personally the person for whom the entry pass is required and there is nothing adverse report or Police cases against them to debar their entry. I take the responsibility for all those mentioned in the list who acts detrimental to the security and safety of HMT Limited and other property of the undertaking as also violation of any provision of law & rules framed there under and instruction of DGM and any designated Executives of the company. It is also to be certified that the persons mentioned above are not holding any photo pass for the requested period.”

The Format may be collected for applying the permission from the concerned Section:

1. The contractor shall submit police verification certificate for good character / antecedents for all the workers/supervisor for complying Security formalities.
2. The contractor shall submit this certificate or receipt of submission. The same shall be submitted for workers/supervisors, who may be a replacement / addition, as the case may be. The cost of verification will be borne by the contractor.
3. HMT Limited reserves the right to get the antecedents of the employees of the contractor verified through police. Any worker of the contractor, if found by the Company as unsuitable or having doubtful integrity, shall be removed from the premises at the risk and cost of the contractor. The contractor shall vouch guarantee for the integrity of its workers.
4. HMT Limited is an ISO 9001:2015 & ISO 14001:2015 organization. The contractor should strictly comply with all the EMS norms. Contractor has to follow all the Security, ISO procedure and rules of HMT Limited.

DECLARATION

I hereby agree to execute the said work at the respective rates mentioned in the schedule of quantities and abide by terms and conditions contained in the above paras.

Applicable EMD/SD will be deposited with the HMT Limited for due performance of the contract which will bear no interest. It is also understood that the EMD/SD deposited will be forfeited by HMT Limited in case I / We fail to start work within 21 (Twenty one) days, when called upon to do so from the date of issue of LOI/work order.

Accepted above terms & conditions as well as Safety Code.

Date:

(Signature of the Bidder)

Place:

(Seal of bidder mentioning address also)

SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)

This Section-III shall be signed & stamped and submitted along with the Techno-Commercial Bid – Part I as acceptance of terms & conditions. **(Offer without the copies of Section-III shall liable to be rejected)**

1. **Definitions; Interpretation and Abbreviations:** In the contract, unless the context otherwise requires:

1.1 Definitions and Interpretation:

- (i) "Contract" means the letter or memorandum communicating to the Contractor the acceptance of this tender and includes "Intimation of Award" of his tender; "Contract" includes Bid Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Schedule of Requirements, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the Contractor and a formal agreement, if executed;
- (ii) "Contractor" or "Supplier" means the individual or the firm supplying the goods and services. The term includes his employees, successors, authorized dealers/representatives, stockists and distributors. Other homologous terms are: Vendor, Firm, Manufacturer, OEM etc.;
- (iii) "Drawing" means the drawing or drawings specified in or annexed to the Specifications;
- (iv) "Government" means the Central Government or a State Government as the case may be;
- (v) The "Inspecting Officer" means the person, or organisation specified in the contract for the purpose of inspection of stores of work under the contract and includes his / their authorised representative;
- (vi) "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser;
- (vii) The "Purchaser" means **HMT Limited** - the organization purchasing goods and services as incorporated in the documents;
- (viii) "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof;
- (ix) "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;
- (x) The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the contract:
 - a) The consignee at his premises; or
 - b) Where so provided, the interim consignee at his premises; or
 - c) A carrier or other person named in the contract for the purpose of transmission to the consignee; or
 - d) The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.

- (xi) "Writing" or "Written" includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal, as the case may be.
- (xii) Words in the singular include the plural and vice-versa.
- (xiii) Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- (xiv) The heading of these conditions shall not affect the interpretation or construction thereof.
- (xv) Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.
- (xvi) PARTIES: The parties to the contract are the "Contractor" and the "Purchaser", as defined above;
- (xvii) "Tender" means quotation / bid received from a firm / supplier.
- (xviii) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. which the supplier is required to supply to HMT Limited under the contract. Other homologous terms are: Stores, Materials etc.
- (xix) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (xx) "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a Tenderer along with its tender.
- (xxi) "Performance Security" means monetary guarantee to be furnished by the successful Tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit or Performance Bank Guarantee.
- (xxii) "Consignee" means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.
- (xxiii) "Specification" or "Technical Specification" means the drawing/document/standard that prescribes the requirement to which product or service has to conform.
- (xxiv) "Inspection" means activities such as measuring, examining, testing, analyzing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xxv) "Day" means calendar day.

1.2 Abbreviations:

- 1.2.1 "AAEC" means "Appreciable Adverse Effect on Competition" as per Competition Act
- 1.2.2 "BG" means Bank Guarantee
- 1.2.3 "BL or B/L" means Bill of Lading
- 1.2.4 "CD" means Custom Duty
- 1.2.5 "CIF" means Cost, Insurance and Freight Included
- 1.2.6 "CMD" means Chairman and Managing Director
- 1.2.7 "CPSU" means Central Public Sector Undertaking
- 1.2.8 "DDO" means Direct Demanding Officer in Rate Contracts
- 1.2.9 "DGS&D" means Directorate General of Supplies and Disposals
- 1.2.10 "DP" means Delivery Period
- 1.2.11 "ECS" means Electronic clearing system
- 1.2.12 "EMD" means Earnest money deposit
- 1.2.13 "EOI" means Expression of Interest (Tendering System)
- 1.2.14 "ERV" means Exchange rate variations
- 1.2.15 "FAS" means Free alongside shipment
- 1.2.16 "FOB" means Freight on Board
- 1.2.17 "FOR" means Free on Rail
- 1.2.18 "GCC" means General Conditions of Contract
- 1.2.19 "GIT" means General Instructions to Tenderers
- 1.2.20 "GST" means Goods and Services Tax
- 1.2.21 "H1, H2 etc." means First Highest, Second Highest Offers etc. in Disposal tenders Incoterms means International Commercial Terms, 2000 (of ICC)
- 1.2.22 "L1, L2 etc." means First or second Lowest Offer etc. "LC" means Letter of Credit
- 1.2.23 "LD or L/D" means Liquidated Damages
- 1.2.24 "LSI" means Large Scale Industry "NIT" means Notice Inviting Tenders.
- 1.2.25 "NSIC" means National small industries corporation
- 1.2.26 "PQB" means Pre-qualification bidding
- 1.2.27 "PSU" means Public Sector Undertaking
- 1.2.28 "PVC" means Price variation clause
- 1.2.29 "RC" means Rate contract
- 1.2.30 "RR or R/R" means Railway Receipt
- 1.2.31 "SBD" or "TD" means Standard Bid Document / Tender Document
- 1.2.32 "SCC" means Special Conditions of Contract
- 1.2.33 "SIT" means Special Instructions to Tenderers
- 1.2.34 "HMT LIMITED" means HMT Limited, Corporate Head Office, Bengaluru
- 1.2.35 "SSI" means Small Scale Industry

2. Application

- 2.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract (SCC) prescribed under Section V of this document.
- 2.2 General Conditions of the contract shall not be changed from one tender to other.

2.3 Other Laws and Conditions that will govern the Contract:

Besides GCC and SCC following conditions and Laws will also be applicable and would be considered as part of the contract:

- i. Indian Contracts Act, 1872
- ii. Sale of Goods Act, 1930
- iii. Arbitration and Conciliation Act, 1996 read with the Arbitration and Conciliation (Amendment) Act, 2015
- iv. Competition Act, 2002 as amended by Competition (Amendment Act), 2007
- v. Contractor's Tender Submissions including Revised Offer during Negotiations if any
- vi. Conditions in other parts of the Tender Documents
- vii. Correspondence including counter-offers if any; between the Contactor and HMT Limited during the Tender Finalization
- viii. Notification of award and Contract Documents
- ix. Subsequent Amendments to the Contract

3. Use of contract documents and information

- 3.1 The supplier shall not, without HMT Limited's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of HMT Limited in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this tender document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 3.2 During the process of procurement of Security or Sensitive Machinery and Items, Tender Documents and the specifications/ drawings of such items would be issued only to Vendors having security clearance within the validity of such clearance and he shall maintain absolute secrecy and strictly control the number of copies and access to the documents and copies thereof, in addition to safeguards mentioned in sub-para above.
- 3.3 Further, the supplier shall not, without HMT Limited's prior written consent, make use of any document or information mentioned in GCC sub-clause 3.1 above except for the sole purpose of performing this contract.

3.4 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 3.1 above shall remain the property of HMT Limited and, if advised by HMT Limited, all copies of all such documents shall be returned to HMT Limited on completion of the supplier's performance and obligations under this contract.

4. Patent Rights

The supplier shall, at all times, indemnify HMT Limited, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against HMT Limited, HMT Limited shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to HMT Limited.

5. Country of Origin

5.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

5.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

6 Performance Bond / Security Deposit

6.1 Within twenty-one days after the issue of notification of award by HMT Limited, the supplier shall furnish performance security to HMT Limited for an amount equal to **three per cent (3%)** of the total value of the contract, valid up to sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

6.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract and shall be in one of the following forms:

6.2.1 Account Payee Demand Draft drawn on any scheduled commercial bank in India, in favour of HMT Limited, Bengaluru as indicated in the clause 3 of NIT in reference to EMD.

6.2.2 Bank Guarantee issued/confirmed by any scheduled commercial bank in India, in the prescribed form as provided in section XV of this document.

6.3 In the event of any loss due to supplier's failure to fulfil its obligations in terms of the contract, the amount of the performance security shall be payable to HMT Limited to compensate HMT Limited for the same.

6.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

6.5 Subject to GCC sub-clause 6.3 above, HMT Limited will release the performance security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

7 Technical Specifications and Standards

The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification' and 'Quality Control Requirements' under Sections VII and VIII of this document.

8 Inspection and Quality Control

- 8.1 HMT Limited and / or its nominated representative(s) will, without any extra cost to HMT Limited, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. HMT Limited shall inform the supplier in advance, in writing, HMT Limited 's programme for such inspection and, also the identity of the officials to be deputed for this purpose.
- 8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to HMT Limited 's inspector at no charge to HMT Limited.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, HMT Limited 's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to HMT Limited and resubmit the same to HMT Limited 's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at suppliers' premises, the supplier shall put up the goods for such inspection to HMT Limited's inspector well ahead of the contractual delivery period, so that HMT Limited's inspector is able to complete the inspection within the contractual delivery period.
- 8.5 If the supplier tenders the goods to HMT Limited 's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to HMT Limited under the terms & conditions of the contract.
- 8.6 HMT Limited 's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by HMT Limited's inspector during pre-despatch inspection mentioned above.
- 8.7 Goods accepted by HMT Limited and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute HMT Limited 's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause.

9 Insurance:

- 9.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner.
- 9.2 In case of supply of domestic goods on CIF/FOR destination basis, the supplier shall be responsible till the entire stores contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of HMT Limited or its Consignee.
- 9.3 In the case of FOB and CFR offers for import of Goods, insurance shall be arranged by the Purchaser. However, the supplier must give sufficient notice to the Purchaser prior to the date of shipment, so that the Insurance Cover for the shipment can be activated. The Supplier must co-ordinate so as to ensure that the Shipment sails only with Insurance cover in place.
- 9.4 In case of Import of Goods, even in case where the insurance is paid by the Purchaser, and loss or damage shall be made good by the Contractor free of cost, without waiting for the settlement of insurance claim. The payment after settlement of insurance claim shall be reimbursed by the Purchaser to the Contractor. It will be entirely the responsibility of the Contractor to make good loss/damage without waiting for settlement of insurance claim so that machine is commissioned within the time specified in the contract.

10 Incidental services

- 10.1 Subject to the stipulation, if any, in the SCC (Section V) and the Technical Specification (Section VII), the supplier shall be required to perform any or all of the following services:
- 10.1.1 Providing required jigs and tools for assembly, start-up and maintenance of the goods
- 10.1.2 Supplying required number of operation & maintenance manual for the goods
- 10.1.3 Installation and commissioning of the goods
- 10.1.4 Training of HMT Limited's operators for operating and maintaining the goods
- 10.1.5 Providing after sales service during the tenure of the contract
- 10.1.6 Providing maintenance service after expiry of the warranty period of the goods if so incorporated in the contract
- 10.2 Prices to be paid to the supplier by HMT Limited for any of the required incidental services, if not already included in the contract price during the placement of the contract, shall be settled and decided in advance by HMT Limited and the supplier. However, such prices shall not exceed the contemporary rates charged by the supplier to other customers for similar services.

11. Warranty

- 11.1 The supplier warrants that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by HMT Limited in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and/or the material used are as per HMT Limited 's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 11.2 This warranty shall remain valid for twelve months after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by HMT Limited in terms of the contract or for fifteen months from the date of despatch from the supplier's premises for domestic goods (including goods already imported by the supplier under its own arrangement) or for eighteen months after the date of shipment from the port of loading in the source country for imported goods offered from abroad, whichever is earlier, unless specified otherwise in the SCC.
- 11.3 In case of any claim arising out of this warranty, HMT Limited shall promptly notify the same in writing to the supplier.
- 11.4 Upon receipt of such notice, the supplier shall, with all reasonable speed (or within the period, if specified in the SCC), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts / goods after providing their replacements and no claim, whatsoever shall lie on HMT Limited for such replaced parts/goods thereafter.
- 11.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified / replaced goods shall be extended to a further period of twelve months from the date such rectified / replaced goods starts functioning to the satisfaction of HMT Limited.
- 11.6 If the supplier, having been notified, fails to rectify / replace the defect(s) within a reasonable period (or within the period, if specified in the SCC), HMT Limited may proceed to take such remedial action(s) as deemed fit by HMT Limited, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which HMT Limited may have against the supplier.

12. Assignment

- 12.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with HMT Limited's prior written permission.

13 Sub Contracts

- 13.1 The Supplier shall notify HMT Limited in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
- 13.2 Sub contract shall be only for bought out items and sub- assemblies.
- 13.3 Sub contracts shall also comply with the provisions of GCC Clause 5("Country of Origin").

14 Modification of contract

- 14.1 Once a contract has been concluded, the terms and conditions thereof will generally not be varied. However, if necessary, HMT Limited may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- 14.1.1 Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for HMT Limited,
- 14.1.2 mode of packing,
- 14.1.3 incidental services to be provided by the supplier
- 14.1.4 mode of despatch,
- 14.1.5 place of delivery, and
- 14.1.6 any other area(s) of the contract, as felt necessary by HMT Limited depending on the merits of the case.
- 14.2 In the event of any such modification / alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by HMT Limited , the supplier shall convey its views to HMT Limited within twenty-one days from the date of the supplier's receipt of HMT Limited's amendment / modification of the contract.
- 14.3 **Option Clause:** By a suitable provision in the SCC, the Purchaser may reserve the right to increase the ordered quantity by 25% at any time, till final delivery date of the contract, by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.

15 Prices

Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender or during negotiations, if any, and incorporated in the contract except for any price adjustment authorized in the SCC.

16 Taxes and Duties

- 16.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to HMT Limited.
- 16.2 Further instruction, if any, shall be as provided in the SCC.

17 Terms and Mode of Payment:

Unless specified otherwise in SCC, the terms of payments would be as follows:

- 17.1 Unless specified otherwise in the SCC, the following general conditions will apply for payment to the supplier.
- 17.2 The payment shall be made in the currency / currencies authorized in the contract.
- 17.3 The supplier shall send its claim for payment in writing as per Section XIX - "Proforma for Bill for Payments", when contractually due, along with relevant documents etc., duly signed with date, as specified in SCC and in a manner as also specified therein.
- 17.4 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 17.5 While claiming reimbursement of duties, taxes Goods and Services Tax, Customs duty and any other similar duties and taxes from HMT Limited, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to HMT Limited. The supplier shall also refund the applicable amount to HMT Limited immediately on receiving the same from the concerned authorities.
- 17.6 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
 - 17.6.1 The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
 - 17.6.2 Delay in supplies, if any, has been regularized.
 - 17.6.3 The contract price where it is subject to variation has been finalized.
 - 17.6.4 The supplier furnishes the following undertakings: "I/We,..... certify that It We have not received back the Inspection Note duly receipted by the consignee or any communication from HMT Limited or the consignee about non- receipt, shortage or defects in the goods supplied. I / We agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment or six months from the date of dispatch whichever is later.

18 Delay in the supplier's / work performance

- 18.1 The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be the essence of the contract and the supplier shall deliver the goods and perform the services under the contract within the time schedule specified by HMT Limited in the List of Requirements and as incorporated in the contract.
- 18.2 Subject to the provision under GCC clause 23, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services / work shall render the supplier liable to any or all of the following sanctions besides any administrative action:
- 18.2.1 Imposition of liquidated damages,
- 18.2.2 Forfeiture of its performance security and
- 18.2.3 Termination of the contract for default.
- 18.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform HMT Limited in writing about the same and its likely duration and make a request to HMT Limited for extension of the delivery schedule accordingly. On receiving the supplier's communication, HMT Limited shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 18.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- 18.4.1 HMT Limited shall recover from the supplier, under the provisions of the clause 19 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
- 18.4.2 That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, Goods and Services Tax or on account of any other duties and taxes which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- 18.4.3 But nevertheless, HMT Limited shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, Goods and Services Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 18.5 The supplier shall not despatch the goods after expiry of the delivery period. The supplier is required to apply to HMT Limited for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / work or any other expense related to such supply shall lie against HMT Limited.

19 Liquidated damages

Subject to GCC clause 23, if the supplier fails to deliver any or all of the goods or fails to perform the services / work within the time frame(s) incorporated in the contract, HMT Limited shall, without prejudice to other rights and remedies available to HMT Limited under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% percent (or any other percentage if prescribed in the SCC) of the delivered price of the delayed goods and / or services / work for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (or any other percentage if prescribed in the SCC) of the delayed 'goods' or 'services / work' contract price(s). During the above mentioned delayed period of supply and Service / Work / or performance, the conditions incorporated under GCC sub-clauses of 18.4 above shall also apply.

20 Custody and Return of HMT Limited's Materials / Equipment / Documents loaned to Contractor

- 20.1 Whenever stores are required to be issued to the firm/contractor for fabrication or prototypes or sub-assemblies are issued for guidance in fabrication, these would be issued against appropriate Bank Guarantee as specified in SCC. In addition to the Bank Guarantee, appropriate insurance may be asked if specified in the SCC.
- 20.2 All drawings and samples issued to the contractor in connection with the contract must be returned by him. Final payment will be withheld if this is not done, besides any other sanction deemed fit by HMT Limited.

21 Termination for default

- 21.1 HMT Limited, without prejudice to any other contractual rights and remedies available to it (HMT Limited), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods and/or services / work or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by HMT Limited pursuant to GCC sub clauses of 18.
- 21.2 In the event of HMT Limited terminates the contract in whole or in part, pursuant to GCC sub-clause 21.1 above, HMT Limited may procure goods and / or services / work similar to those cancelled, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the supplier and the supplier shall be liable to HMT Limited for the extra expenditure, if any, incurred by HMT Limited for arranging such procurement.
- 21.3 Unless otherwise instructed by HMT Limited, the supplier shall continue to perform the contract to the extent not terminated.

22 Termination for insolvency

- 22.1 In the event the supplier becomes bankrupt or otherwise insolvent or loses substantially the technical or financial capability (based on which he was selected for award of contract) or liquidation proceedings are commenced against it by a third party or by own volition, HMT Limited reserves the right to terminate the contract, at any time, by serving written notice to the supplier, without any adverse consequence to HMT Limited and without being liable to pay any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect any rights of action or remedies which have accrued or will accrue prior to termination or thereafter to HMT Limited.
- 22.2 Upon such termination, HMT Limited shall be deemed to be the owner of the stores/materials manufactured by the supplier and retain first right and lien over the stores/materials including the raw material purchased by the supplier for performance of the contract and require the stores/materials to be delivered under the contract, which is terminated on account of bankruptcy or insolvency or likely bankruptcy or insolvency of the supplier and such stores in possession of the supplier shall be earmarked and be delivered to HMT Limited before the start of the bankruptcy or insolvency process.
- 22.3 In the event the supplier is aware or apprehends that it is likely to go into liquidation whether on account of liquidation proceedings commenced by a third party or by way of voluntary liquidation, then the supplier shall forthwith inform HMT Limited as soon as it is aware that a third party has issued notice that it intends to commence liquidation proceedings or well before it files for liquidation.

23 Force Majeure

- 23.1 In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by HMT Limited in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.
- 23.2 Notwithstanding the provisions contained in GCC clauses 23, 24 and 26, the supplier shall not be liable for imposition of any such sanction so long the delay and / or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 23.3 In case due to a Force Majeure event HMT Limited is unable to fulfil its contractual commitment and responsibility, HMT Limited will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub- paragraphs.

24 Termination for convenience

- 24.1 HMT Limited reserves the right to terminate the contract, in whole or in part for its (HMT Limited's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of HMT Limited. The notice shall also indicate inter-alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 24.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by HMT Limited following the contract terms, conditions and prices. For the remaining goods and services, HMT Limited may decide: to get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or to cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

25 Governing language

The contract shall be written in Hindi or English language following the provision as contained in GIT clause 2. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

26 Notices

- 26.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or email and confirmed in writing, the procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 26.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

27 Code of Ethics

HMT Limited as well as Bidders, Suppliers, Contractors, and Consultants under HMT Limited contracts shall observe the highest standard of ethics during the procurement or execution of such contracts. In pursuit of this policy, for the purposes of this provision, the terms set forth below are defined as follows:

- a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- b) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

- c) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non- competitive levels; and
- d) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- e) A particular violation of ethics may span more than one of above mentioned unethical practices.

27.1 The following policies will be adopted in order to maintain the standards of ethics during procurement:

- 27.1.1 A proposal for award will be rejected if it is determined that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.
- 27.1.2 A contract will be cancelled if it is determined at any time that HMT Limited representatives / officials have directly or indirectly, engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract.
- 27.1.3 In case any individual staff is found responsible, suitable disciplinary proceedings should be initiated against such staff under the applicable government conduct rules. The existing provisions under the Indian law including the instructions of Central Vigilance Commission should be followed in this regard.
- 27.1.4 Firms or individuals shall be banned / blacklisted after following due process, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a HMT Limited contract, if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a HMT Limited contract.
- 27.1.5 Bidders have to sign an Integrity Pact in tenders meeting the criteria of threshold value / nature of procurement. Integrity Pact format shall be included in the Bid Document as Section XX. Each page of such Integrity pact proforma would be duly signed by Purchaser's competent signatory. All pages of the Integrity Pact will have to be duly signed by the same signatory who is duly authorized to sign the bid and to make binding commitments on behalf of his company and to be submitted along with the technical bid. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway.

28 Resolution of disputes

If dispute or difference of any kind shall arise between HMT LIMITED and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either HMT Limited or the supplier may seek recourse to settlement of disputes through arbitration as per The Arbitration and conciliation Act 1996 as per following clause.

- 29 **Arbitration Clause:** If both parties fail to reach such amicable settlement, then either party (the Purchaser or Seller) may within 21 days of such failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in difference or of difference of which such written notice has been given and no other matter shall be referred to the arbitration in accordance with the conciliation and arbitration rules of International Chamber of Commerce{ICC}/United National Commission on International Trade Law (UNCITRL) by three arbitrators appointed in accordance with the procedure set out in clause below. The arbitration proceeding shall be held in Bangalore and shall be conducted in English language. All documentation to be reviewed by the arbitrators and / or submitted by the parties shall be written or translated into English. Venue of arbitration shall be Bangalore. The arbitrator or arbitrators appointed under this article shall have the power to extend time to make the award with the consent of the parties. Pending reference to arbitration the parties shall make all endeavours to complete the contract/work in all respects and all disputes, if any, will finally be settled in the arbitration.

30 Applicable Law

- 30.1 The contract shall be interpreted in accordance with the laws of India.
- 30.2 Irrespective of the place of delivery, or the place of performance or the place of Payments under the contract, the contract shall be deemed to have been made at the place from which the notification of acceptance of the tender has been issued.

(To be signed & stamped and submitted along with Techno-commercial Bid Part –I)

SECTION IV: SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below. These Special Conditions will modify / substitute / supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

(Clauses of GCC listed below include a possibility for variation in their provisions through SCC. There could be other clauses in SCC as deemed fit).

Note: In the event of inconsistencies the Specific Terms and Conditions mentioned in the tender will have overriding effect.

1) CONTRACT PRICE

The rates quoted in the tender shall include all charges for clearing of site before commencement as well after completion. The rate quoted shall be deemed to be for the finished work to be measured at site.

No claim in respect of sales tax, or other tax, duty or levy shall be entertained separately in addition to the quoted rate. Any upward/downward revision in GST shall be considered at actuals. Any change in tax structure during the currency of the contract shall be applicable and payable. All calculation should be on BOQ Cost only. The TDS and all other taxes as applicable will be affected from each running bill/ Final bill at the rate in vogue at the relevant time.

2) TENURE

The work should be completed as per bill of quantities and scope of work within total time duration of **Six (06)** months for General Toilets & **Six (06)** months for Attached Toilets from the date of Notification of Award of Contract/Work order whichever is earlier.

3) Notification of Award

HMT Limited issue Notification of award / LOI to the successful bidders who qualify and become successful bidder by post or by fax/email (to be confirmed by post) that its tender for Captioned Subject has been accepted, briefly indicating therein the essential details of work and corresponding prices accepted. The successful tenderer/Contractor shall mobilize all men required for timely performance involving various activities and start the work from the date mentioned in Notification of Award. Contractor should return back the duplicate copy of Notification of Award duly signed and stamped in each page as acceptance.

4) Security Deposit/Performance Bond:

Within twenty-one days after the issue of notification of award by HMT Limited, the supplier shall furnish Security Deposit to HMT Limited for an amount equal to 3% of the Order Value by way of DD/BG valid for 1 year from the date of

completion of work. Failure of the successful tenderer in providing performance security within 21 days of receipt of notification of award and / or returning of duplicate copy of Notification of Award/ LOI duly signed shall make the tenderer liable for suspension from being eligible for bidding/ award of all future contract(s) for the period as may be decided by HMT Limited for such breach. The retention money/Security Deposit shall be refunded after successful completion of 12 months from the date of completion of the work including compliance of all contractual obligations.

5) Contract Agreement

A formal agreement has to be executed between the contractor and HMT Limited on Rs.100/-Non-judicial stamp paper purchased by the contractor within two weeks of receipt of Security Deposit/Performance Bond as per the format given in SECTION- XV. In case Contractor fails to complete the formalities for execution of agreement, Work Order shall be cancelled. In such case, SD of the contractor shall be forfeited and HMT Limited may initiate appropriate action as deemed fit.

6) Performance Evaluation

Overall work performance evaluation shall be done by the Engineer-In charge/HMT Limited on periodical basis & continuation of the contract shall be primarily depending upon their performance. In case the performance is found to be unsatisfactory at any point of time, the contract shall be terminated without any notice and security deposit will be forfeited & will be blacklisted. However, the contract can be terminated at any time at the discretion of HMT Limited with one month's notice.

7) Optional Quantity/Additional Work order

Quantities mentioned in the schedule of items are approximate and may vary as per actual work done/ site requirement. The contractor shall not claim any extra rate other than the quoted rate on this account. HMT Limited may extend the Work order/place additional work order at a later date at the quoted rates.

- 8)** The successful contractor has to visit the site before commencement of work and procure the materials as per the site requirement. Payment shall be made as per actual certified work and no payment will be made against the extra quantity brought to site.

9) Payment Terms

A. R/A Bills

- i. The value of work done, less recovery if any will be payable as per progress of work as running account bills subject to satisfactory completion of work as per measurements submitted for certification to HMT Limited Officer in MS excel, MS sheets in standard measurements sheets. Deductions will comprise the deductions as stipulated including statutory deduction.

- ii. **Measurement:** The measurements will be carried out as per IS 1200 - Method of Measurement for Building and Civil Engineering Work.
- iii. The contractors must finally complete the work strictly in accordance with the specifications and drawings, if required, by reconstructing or rectifying faulty work.
- iv. All R/A bills / invoices for progress payments as well as for final payments shall be submitted in computerized forms supported by detailed measurement of items of work.
- v. The minimum value of interim bill/monthly bill/progressive running account (R/A) bill shall not be less than 5% of work order value as mentioned in the tender form. The contractor has to submit the final bill within two weeks from the date of completion of work.
- vi. All payments to the Bidder shall normally be made by Electronics clearing facility. All Bank charges in connection with payment by way of Demand Draft on specific request to the Bidder shall be borne by the Bidder on submission of specific request by the bidder as per Finance Department requirement.

B. Final Bill:

- i. The Bidder shall submit the final bill within 2 (two) weeks from the date of completion of the works. The final bill submitted by the Bidder shall be processed for payment only after the receipt of “No claim certificate” and the clearance of site of all rubbish, debris, vats, tanks, materials, temporary structures, Township and machinery and handing over the site in a tidy and clean condition to the HMT Limited.
- ii. All payments to the Bidder shall normally be made by Account Payee Cheques/Electronics clearing facility. All Bank charges in connection with payment by way of Demand Draft on specific request to the Bidder shall be borne by the Bidder /RTGS on submission of the request by the bidder as per Finance Department requirement.
- iii. HMT Limited shall have a right to cause a technical examination of the works and the final bill of the Contractor including all supporting vouchers, abstracts etc. to be made at the time of payment of the final bill. If, as a result of this examination or otherwise, any sum is found to have been overpaid or over certified it shall be lawful for HMT Limited to recover the sum.
- iv. **Statutory Deductions:** Statutory deductions shall be made at source as per rule.

10) Defects Liability Period: Defect Liability period will be 12 months from the date of

completion of work. Any defect, shrinkage, settlement or other faults which may appear within the warranty period after the completion of works, arising in the opinion of the HMT Limited from materials or workmanship not in accordance with the bidder, shall upon the directions in writing of the HMT Limited, and within such reasonable time as shall be specified therein, be amended and made good by the Bidder, at his own cost. In case of default HMT Limited may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults. All expenses thus incurred shall be at the risks and costs of the contractor.

11) STATUTORY REQUIREMENTS

The successful Contractor should comply with all statutory provisions as applicable such as but not limited to: -

- a) The contractor shall have to fulfil all the statutory requirements as per the provisions of law i.e. Provisions of the Factories Act, Employees Compensation Act, Employers Liability Act, Contract Labour (R & A) Act 1970 and Central Rules 1971, Industrial Dispute Act, Minimum Wages Act, Payment of Wages Act, Payment of Bonus Act 1965, EPF and ESI Act including any modification thereof or any other law relating thereto and rules framed there under from time to time, and shall by periodical substitution/ rotation of manpower, indemnify Company from any claims in future or due to any breach of the statutory requirements. The Company, as a principal employer, shall enforce the provisions of these Acts. Contractor has to ensure the proper maintenance & updating of the all the relevant registers and records.
- b) The tenderer who engages more than 20 laborer's shall obtain Labour license from Asst. Labour Commissioner immediately before commencement of Work.
- c) Child Labour will not be allowed to work at site of HMT Limited, Bangalore. The agency should ensure sound health contract labour for the said job.
- d) The contractor should submit the following for verification of compliance whenever asked for.
 - i. Contractor needs to ensure that the payments to deployed manpower is not less than the prevailing rates of Minimum Wages (as per Govt. of India Notifications, issued from time to time), without fail.
 - ii. If the above points are not complied then the work order is liable to be cancelled, no payment will be released and SD/EMD will be forfeited.

12) PENALTIES

In case the Tenderer fails to execute the work as per the Terms and Conditions and instructions, The Management reserves the rights to levy Penalty as mentioned below:

- a) In case of default or breach of Contract Terms & Conditions, the Security Deposit is liable for forfeiture.
- b) Un-satisfactory performance of the Contract may also lead to black listing of the Tenderer.

13) LABOUR

Contractor shall be responsible for the engagement, employment, transport, working and living conditions of personnel and in respect of all matters connected therewith including their safety. All the proposed staff / personnel shall possess high standard of Integrity, have no affiliation with any political parties or trade unions. This has to be followed during the entire contract period. Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its employees and for the preservation of peace and protection of persons and property in the neighborhood of the site against the same. Upon the outbreak of any strike or labour dispute involving any of Contractor's personnel engaged on the services, Contractor shall forthwith give details thereof to HMT Limited. If any dispute arises between the contract labour/employees and Contractor agency, the HMT Limited will not be responsible in any manner. The Contractor shall not stop or cause stoppage of work on account of strike or other agitation during the period of contract. The Contractor agrees that it shall be liable for all consequences for the delay caused or loss / damages suffered by the HMT Limited due to the stoppage / strike by the Contractor. HMT Limited shall recover the cost incurred due to this from the Contractor's running account bills.

Contractor shall within Twenty-four (24) hours of any occurrence of any accident at or about the site or in connection with the execution of the services or any injury, loss or damage to any personnel or to property of Contractor, HMT Limited or of a third party, report such occurrence to the competent authority whenever such a report is required by law. HMT Limited shall be at liberty to object to and require Contractor to remove forthwith from the site any person employed by Contractor in or about execution or performance of services who in the opinion of HMT Limited has committed a misconduct or whose employment is otherwise considered to be undesirable. Contractor without the written permission of HMT Limited shall not again employ such person upon services at any circumstances.

14) SAFETY & SECURITY MEASURES

- a) The contractor should scrupulously conform to the safety and security norms and stipulations while working in the site. The contractor should maintain site clearance during the progress of the work and also after the completion of the work.
- b) It shall be the sole responsibility of the contractor to ensure safety to all his workers. The contractor shall take all the precaution during execution of work against any hazards, personnel injury or any damage to the property. The contractor shall provide adequate safety gadgets to the workmen as per norms.

- c) In respect of all labour, directly or indirectly employed on the works for the performance and execution of the contractor's work under the contract, the contractor shall at his own expense arrange for all the safety provisions as listed in (i) safety code forming part of the contract documents (ii) Indian Standards Regulations, Rules and orders made there under and such other acts as applicable.
- d) Precautions as stated in the safety clause are the minimum necessary and shall not preclude the Contractor taking additional safety precautions as may be warranted for the particular type of work or situations. Also mere observance of these precautions shall not absolve the contractor of his liability in case of loss or damage to property or injury to any person including the contractor's labour, the HMT Limited representatives or any member of the public or resulting in the death of any of these.
- e) Protective gear such as safety Masks/Helmets, Ear Muffler, Goggles, Gloves, Safety Belt, Safety Helmet, Rubber Shoes, etc. shall be provided by the contractor at his own cost to all his manpower at site. HMT Limited shall have the right to stop any person not wearing such protective gear from working on the site.
- f) The contractor has to ensure that all equipment tools, brought on to the premises will be in safe conditions has recently been checked and that all personnel using the equipment and tools have been trained in their safe use.
- g) In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the HMT Limited shall be entitled to do so and recover the costs thereof from the contractor. The decision of the HMT Limited in this regard shall be final and binding on the contractor.
- h) Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the contractor. The Contractor shall conform to all the Labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions.
- i) The contractor has to abide by the security rules of the Company. The contractor has to ensure the character and antecedent of the persons deployed. The contractor must be in a position to produce such documents whenever he is asked to do so. Details shall be furnished as per format when called for. The contractor has to issue printed photo identity card to its workers duly authenticated by the designated security officer of the Company. Contractor should apply for Gate Pass for labours, welding permission and material entry pass etc. as per approved format only, well in advance to avoid any delay in issue of Gate passes. The Contractor shall not allow any visitor to the site without the prior written approval of HMT Limited.
- j) Contractor must ensure that the number of labours/masons or any other type of workers engaged for carrying out the work and requested for issue of gate pass are coming for the job awarded. In case any of the workers is not coming for which gate pass was requested/issued, the name of such persons

should be brought to the notice of the concerned officer as well as to the Security section and surrender the pass issued immediately.

- k) Gate passes for all the workers shall be applied in the prescribed Gate Pass Format, contractor must enclose copy of address proof (Voters ID card or ration card or driving license or passport etc., for all the workers for which gate pass has been requested.

The details shall be submitted in the prescribed format as given below.

S. No.	Name of Person	Father Name	Age	ESI No/Workmen Compensation Policy No.	Present Address	Permanent Address	Identification Mark	Signature of Individual
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The following statement also has to be signed by the Contractor

“It is certified that I know personally the person for whom the entry pass is required and there is nothing adverse report or Police cases against them to debar their entry. I take the responsibility for all those mentioned in the list who acts detrimental to the security and safety of HMT Limited and other property of the undertaking as also violation of any provision of law & rules framed there under and instruction of C&MD, GM, DGM and any Executive of the company. It is also to be certified that the persons mentioned above are not holding any photo pass for the requested period.”

The Format may be collected for applying the Gate pass from the concerned Section:

- i) The contractor shall submit police verification certificate for good character / antecedents for all the workers/supervisor for complying Security formalities. The contractor shall submit this certificate or receipt of submission. The same shall be submitted for workers/supervisors, who may be a replacement / addition, as the case may be. The cost of verification will be borne by the contractor.
- ii) HMT Limited reserves the right to get the antecedents of the employees of the contractor verified through police. Any worker of the contractor, if found by the Company as unsuitable or having doubtful integrity, shall be removed from the premises at the risk and cost of the contractor. The contractor shall vouch guarantee for the integrity of its workers.

15) RESPONSIBILITY OF THE CONTRACTOR

The Contractor should take and observe all the required formalities like deployment of his Labourers as directed by the Authorized persons of HMT Limited. The work of the contractor is subject to inspection by the HMT Limited at all times, but such inspection does not relieve the contractor of any of the responsibility. Any untoward incident arising or inadequate safety measures will be the sole responsibility of the contractor. The Contractor shall conform to all the Labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions. Compliance of all statutory norms, safety & security

measures, responsibilities of prevention of accidents, death during execution of work in the work premises lies with the contractor.

16) COMPENSATION FOR DAMAGES

The contractor shall be responsible for all other damages to any person, tools & tackles, animal or HMT Limited's property or its Lesser Property arising out of and incidental to the negligent or defective carryout of this contract. He shall also indemnify the HMT Limited in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising there from. Damages to be rectified by the vendor. The HMT Limited shall be entitled to deduct the amount of any damage, compensation, charges, costs and expenses arising or occurring from or in respect of, any such claims or damage from any or all sums due or to become due to the contractor, without prejudice to the HMT Limited's other rights in respect thereof.

17) NON – COMPLIANCE OF SITE INSTRUCTION

If the contractor after receipt of written / verbal notice from the HMT Limited requiring compliance fails to comply with such instructions, the HMT Limited may employ and pay other contractor to execute any such work whatever that may be necessary to give effect thereto, and all cost incurred in connection therewith shall be recoverable from the contractor by the HMT Limited or may be deducted from any payment due to the contractor.

18) SUB CONTRACTING

The contractor shall not sub -contract the work to any sub- contractor.

19) ARBITRATION

All disputes and differences arising out of and in connection with the contract shall be referred to a sole arbitrator to be appointed by the Deputy General Manager of HMT Limited, Bangalore whose decision shall be governed by the provisions of Arbitration & Conciliation Act 1996, and the rules framed there under and the venue shall be at HMT Limited, Bangalore.

20) LIQUIDATED DAMAGES

If the supplier fails to deliver any or all of the goods within the time frame (s) [delivery schedule] incorporated in the contract, HMT Limited shall, under the contract deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% of the delivered price of the delayed goods and/ or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (or any other percentage if prescribed in the SCC) of the delayed goods' or services' contract price(s). [Please refer GCC Clause 24 under Section IV].

21) LEGAL JURISDICTION

The court of Bangalore only shall have jurisdiction to deal with and decide any legal matter of dispute whatsoever arising out of any work order placed by us.

(To be signed & stamped and submitted along with Techno-commercial Bid Part -I)

SECTION V: LIST OF REQUIREMENTS

Schedule No.	Brief Description of Goods / Services	Accounting Unit	Quantity	Amount of Earnest Money Deposit (EMD)
1	Renovation of Toilets at HMT Bhavan, HMT Limited, Mysuru	As per BOQ	As per BOQ	Rs.3,80,000/- (Rupees Three Lakhs Eighty Thousand only)

- **Pre-Bid Visit:** The bidder must obtain for himself on his own responsibility and at his own expenses, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must inspect the site of the work and acquaint himself with all scope of work, volume of work, local conditions, means of access to the work, nature of the work and all matters appertaining thereof before quoting of his rates and carrying out the work. The site for the work is HMT Bhavan, Bangalore as per BOQ & scope of work.
- Each of the tender documents should be stamped and signed in all pages by the person or persons submitting the tender in token of his/their acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions, etc. as laid down. Any tender with any of the documents not signed may be rejected.
- The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.
- **Time Schedule:** The work should be completed as per as per bill of quantities and scope of work within **Six (06)** months for General Toilets & **Six (06)** months for Attached Toilets from the date of Notification of Award of Contract/Work order whichever is earlier. Any requests for extension of time may be initiated two weeks before the scheduled completion date citing the reasons for delay. The total time period as specified above for the completion of the job is to be strictly maintained and is the essence of the order.
- **Extra Items:** Any extra items not covered in the scope of work and if considered necessary during the execution of work will also have to be undertaken & shall have to be executed by the contractor with the approval of HMT Limited. The rates for the same shall be derived from latest KPWD/CPWD Schedule of rates or Market rates (for items which are not included in the schedule of rates) + 10% overheads/profit. In such cases contractor shall submit his rate analysis along with all relevant supporting market rates list / vouchers for consideration & approval of HMT Limited.
- If the Bidders shall have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or the specifications and drawings or any other matter concerning the contract he

shall in good time, before submitting his tender, put forth the particulars thereof and submit them to concerned authority in writing in order that such doubts may be clarified authoritatively in writing before tendering.

- **Sufficiency of Schedule of Quantities:** The Bidders shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or Schedule of Rates and prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.
- **Co-ordinations with Other Agencies:** HMT Limited reserves the right to use premises and any portions of the site for the execution of any work not included in this contract which it may desire to have carried out by other persons, and the contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with HMT Limited.
- **Contractor's Responsibility:** The contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from.
- **Alteration in quantity or work, specification & design/addition of work / deletion of work:** The HMT Limited shall have power to make any alterations / additions to or substitutions for the original specifications and instructions that may appear to him to be necessary during the maintenance work. For that purpose or if for any other reason it shall in its opinion be desirable, it shall have power to order the contractor to do any or all of the following:
 - Increase or decrease the quantity of any work included in the contract.
 - Delete any such work.
 - Change the character or quantity or kind of any such work.
 - Change the plant names, levels, liners, positions and dimensions of any part of the work.
 - Execute additional work of any kind necessary for the completion of the work and
 - Change in any specified sequence, method of timing of the work.
 - The contractor shall be bound to carry out the work in accordance with any instructions in these connections which may be given to him in writing signed by the HMT Limited and shall not on any way vitiate or invalidate the contract.
 - Quoted rates shall be firm and binding and inclusive of all taxes & charges.
 - Statutory deduction of taxes shall be made at the source.
 - Successful Bidder has to arrange all the required materials, labors, scaffolding, safety equipment, tools and plants, transportation etc., at his own cost for proper completion of work at all floors including

cement and steel, labour, etc shall be arranged by the contractors.

- The Successful Bidder has to strictly follow the safety norms during his work & also take care for HMT Limited property.
- The Successful Bidder should understand the scope of work before quoting and inspect the site accordingly.

Note:

- Bidder should be registered under GST.
- Should have permanent Income tax A/C No as allotted by the income tax authority of government of India.
- Should not be blacklisted/ debarred by HMT Limited or any PSU or any govt. Departments.
- Copies of certificate/documents related to PAN, GST, MSME registration certificates must be submitted along with the bid.
- Bidder to furnish stipulated document in support of qualifying criteria. Non – submission or incomplete submission of documents may lead to rejection of offer.

(To be signed & stamped and submitted along with Techno-commercial Bid Part -I)

SECTION VI: TECHNICAL SPECIFICATIONS

1. PREAMBLE

HMT Limited, Bangalore invites tenders from eligible vendors for the work of “**Renovation of Toilets at HMT Bhavan, HMT Limited, Bangalore**”. The work has to be executed as mentioned in the BOQ as per the IS, CPWD and KPWD specifications and to the satisfaction of the officials from HMT Limited. The general character and the scope of the works shall be as illustrated and defined in, Specifications, Schedule of Quantities, and other Contract Documents.

2. Scope of Work

The general character and the scope of the works shall be as illustrated and defined in the Specifications, Schedule of Quantities, and other Contract Documents. The defined scope of work shall be as set out under Special Conditions of Contract and the same are broadly described as below:

- The job includes Dismantling the concrete and brick masonry at toilets, removing existing tile flooring., removing and handing over of existing G.I. water supply pipe line removing existing dadoing in Toilets and constructing brick/ cement solid block masonry, plastering & painting the same.
- Providing Water proofing the toilet sunken area portion, providing new CPVC/UPVC/SWR pipelines to the toilets. Providing and fixing of mirrors, IWC and EWC with all bye works.
- Laying new water supply pipe line/ sanitary lines, laying of flooring/ skirting tiles and fixing Wall tiles.
- Providing and fixing hydraulic door closer, Exhaust fan
- Providing & fixing of louvered ventilator made out of multi chambered UPVC including all fixtures
- The quantities mentioned in the BOQ are tentative and may vary as per the site requirement.
- All materials including labour shall be arranged by Contractor at his own cost and shall provide all tools, tackles, plant and transportation necessary for the execution of the work to the satisfaction of HMT Limited.

3. Location

The proposed works are planned at HMT Bhavan, HMT Limited, Bangalore, Karnataka.

4. GENERAL

- The materials and workmanship shall satisfy the relevant Indian Standard, KPWD/CPWD specification, most specifications and the Specifications contained herein and codes referred to. Where the Specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall be approved by the Engineer – in – charge. In case of any ambiguity, sound engineering practices shall prevail and the decision of engineer in charge in such matters shall be final.
- The detailed specifications given hereinafter are for the items of works described in the schedule of quantities attached herein, and shall be guidance for proper execution of work to the required standards. It may also be noted that the specifications are of generalized nature and these shall be read in conjunction with the description of item in schedule of quantities and drawings.
- The contractor shall take instructions from the Engineer-in-charge regarding collection and stacking of materials in any place. Unserviceable materials shall be stacked such that it does not hamper the day-to-day movement of people/office staff/ visitors etc.
- The contractor in all respects shall organize his work, systems, environment, process control documentation, tools, plant, inspection, measuring and testing equipment's etc. as per instructions of Engineer.
- The contractor shall also comply with applicable legislation and regulations with regards to Health, safety and environmental aspects for minimizing risk arising from occupational health, safety hazards, controlling pollution and wastage.
- HMT Limited may depute their representative for checking and supervision of important stages of work. The contractor shall be required to provide all facilities for inspection of works at no extra cost to HMT Limited. Any defect in quality of work or deviations from drawings / specifications pointed out during

such inspection shall be made good by the contractor in the same way as if pointed out by the Engineer, without any cost implication to HMT Limited.

- All works shall be taken over by HMT Limited in part or in full when it has been completed in all respects and /or can be put to use satisfactorily. The complete work under the contract shall be taken over only after completion of all punch points, pending work, rework wherever required, site clearing and reconciliation of materials.
- The guarantee period shall start only after the complete work under the contract has been taken over by HMT limited.

All works shall comply with relevant IS codes and KPWD/CPWD standards and specifications.

5. SITE ENGINEER/SUPERVISOR AND SITE ORDER BOOK:

The contractor shall himself engage an authorized all time agent on the work capable of managing and guiding the work and understanding the specifications and contract conditions. A qualified and experienced Engineer shall be provided by the contractor as his agent for technical matters. Site engineer can also be designated as an agent of the contractor. Agent will take orders as will be given by the Engineer in charge or his representative and shall be responsible for carrying them out. This agent shall not be changed without prior intimation of the Engineer in charge and his representative on the work site. The Engineer-in-charge have the unquestionable right to ask for changes in the quality and strength of supervisory staff of contractor and to order removal from work of any of such staff. The contractor shall comply with such order and effect replacements of the satisfaction of the Engineer-in-charge. A Site order book shall be maintained on site and it shall be the property of HMT Limited and the contractor shall promptly sign orders given therein by the Engineer in charge or his representative and his superior officer, and comply with them. The compliance shall be reported by contractor to the Engineer in charge in good time so that it can be checked. The contractor will be allowed to copy out the instruction therein from time to time. HMT Limited shall reserve the right to reject any materials if it is found not in conformity with specification and terms and conditions of the order in all respect. The materials should be as per specification.

6. Mode of Measurements – Mode of measurements for all items of work shall be as per IS 1200 – Method of Measurement for Building and Civil Engineering Work.

7. Clean Up of Site Work:

During execution, the CONTRACTOR shall without any additional payment, at all times keep the working and storage areas used by him, free from accumulation of waste materials or rubbish. Before completion of all works, he shall remove or dispose of in a satisfactory manner all excess materials, temporary structures, waste and debris and leave the premises in a condition satisfactory to HMT Limited.

8. Maintenance of Records: Proper maintenance of records such as material receipt and consumption registers, site inspection, progress reports, hindrance register, etc.

9. Clean up of Site Work:

During execution, the contractor shall without any additional payment, at all times keep the working and storage areas used by him, free from accumulation of waste materials or debris. Before/after completion of all painting works, Contractor shall remove or dispose of in a satisfactory manner all excess materials, temporary structures, waste and debris and leave the premises in a condition satisfactory to HMT Limited.

10. Approvals:

Before execution approvals must be taken for shop drawing, tiles, Sanitary fixture, plumbing fixtures, Wash basin, water closet, Health faucet etc.

NOTES:

Prior to the preparation and submission of this tender, the contractor shall make visits to the site and carry out all the necessary inspections and investigations in order to obtain all information and to make his own assessment of the conditions and constraints at site, including means of access to it. The contractor shall make himself aware of all the features of the site and working conditions and space and shall, in general, be responsible for obtaining all the necessary and requisite information needed for him to prepare and submit the tender.

**SECTION VII: QUALITY CONTROL REQUIREMENTS / DECLARATION BY
THE TENDERER - TENDER ENQUIRY NO. – HMTL/ADMIN/RT/2023/03**

Renovation of Toilets at HMT Bhavan, HMT Limited, Bangalore

[Supplier/Bidders shall fill the following format and submit along with bid]

1. It is confirmed that I/We shall carry out the works as per Technical specification and tender conditions. Necessary warranty and test certificates for desired materials shall be submitted along with bills.
2. I /we, also confirm that No material without conforming to the Specifications in the Contract will be used for the Works without prior written approval and instruction of the HMT Limited Officers in charge.
3. Price BID been submitted as per given format (Section XI: Price Schedule –Part-II Bid)
4. EMD amount if any, cost of tender document if any, complete set of signed tender document & necessary proof documents for eligibility in tender participation are attached with Part-I Tender Form.
5. Payment terms are accepted as per tender conditions.
6. I have the proof of following mandatory documents and enclosed along with tender documents.
 - a) GST No
 - b) PAN No.
 - c) Requisite work experience (work order copies and work completion certificates as pereligibility criteria)
 - d) Financial credentials required to participate in this tender as per eligibility criterion.
7. We have gone through the other tender conditions mentioned in Section-II: (General Instructions for Tenderer (GIT) & Section-IV General Conditions of Contract (GCC)) of this tender downloaded from HMT Limited website (<https://www.hmtindia.com/>) & we abide to follow above sections as a part of this tender.
8. It is also confirmed that our firm is not black listed /debarred from tendering process from HMT Limited or any PSU/Govt. departments.

Date: / / 2023

Place:

For and on behalf of

[Signature with Name & date]

Duly authorized to sign tender for and on behalf of

Company Seal

SECTION VIII: QUALIFICATION/ELIGIBILITY CRITERIA

Part-I: Technical:

1. Experience & Past Performance:

- Minimum Qualification: The agency/contractor should have experience in similar nature of Civil building, construction works excluding Roads, Bridges and allied works.
- Also the bidder should be currently in business.
- Should provide evidence of Bangalore based firm. There has to be a Civil Engineer in the firm (as director / partner / proprietor). If Civil Engineer is employee, appointment letter with last 3 months salary slips to be attached as proof.

Type of contract: Works contract

Benefits of MSE's in this Tender: Since, this is a works contract, benefits to MSE shall not be applicable. However the Cost of Tender Fee and EMD relaxation is applicable to MSE & Start-ups. Start-ups (MSE's) relaxation will be provided based on demonstration of firm's technical capability. (Technical certificates, work experience certificate, resumes of firm/director/proprietor, ongoing project details & P.O)

Note: Similar works means:

Similar work means any Construction of building/ Construction of residential apartments/ Building renovation works/ modification works of Residential / Educational / Institutional / Commercial buildings etc but excludes Roads, Bridges and allied works.

Sub Contracted works will be considered.

Documentary proof (copies of POs executed and Work completion certificate) for the above qualifying criterion should be submitted along duly signed by authorized signatory of your company.

2. Financial Standings:

2.1 Average Annual Turnover:

Proof of Average annual financial turnover of firm during the last 3 years ending 31.03.2022 i. e. (FY 2019-20, 2020-21 & 2021-22) should be 30% (i.e., **Rs. 57 lakhs**) of estimated value or more.

3. Statement of Financial Standing:

To be submitted by all bidders (Since, the total Turnover requirement to qualify for bid is less than Rs.5 Crore) as part of Pre-Qualification Criteria (Section IX of tender). Following documents are required to be submitted along with the bid.

- 3.1 The bidders will be required to submit a self-certified statement of their turnover, net worth and profit and loss and details to be filled as per “**Annexure-D**”.
- 3.2 The bidders are also required to submit the **self-certified** Income Tax Return (IT) copies of Financial year 2019-20, 2020-21 & 2021-22 along with copy of Acknowledgement.

Further, it is clarified that Medium, Small and Micro Enterprises (MSME), having a turnover upto Rs.5 crore, are not required to submit their audited books of accounts applicable from the AY 2021-22 onwards. However, easing of this compliance burden will be available only to those MSMEs which carry out less than 5% of their business transactions in cash which include all receipts and payments done by the MSMEs. Hence, MSMEs not fulfilling the above criteria, are required to submit their audited books of accounts if their turnover is more than **Rs. 1 crore**.

4. General

- 4.1 The tenderer should have valid Company registration certificate, PAN, GST, MSME certificate & Bank Account. The copy of the same should be submitted along with Part I (Techno commercial bid) of tender.
- 4.2 The tenderer shall enclose a declaration that they have not been blacklisted/debarred by HMT Limited/Government of India in the past 5 years, confidentiality & accountability statement duly signed and stamped as per Annexure-A.
- 4.3 NEFT Mandate form as per Annexure-B.
- 4.4 For tenderers registered with NSIC/MSME/Startups, a separate undertaking (Format as per Annexure C) is to be furnished for payment of SD in case they become L1 firm in bidding process.
- 4.5 Bidder should attach the GST registration certificate & PAN copies along with GST supplier's Certificate as per Annexure-I.
- 4.6 Authorization with the seal of the company in the name of the person signing the Tender Documents.

SECTION IX: TENDER FORM

Date
To
.....
.....
(Complete address of HMT Limited)

Ref: Your Tender document No. dated

We, the undersigned have examined the above mentioned tender enquiry document, including amendment No., dated(if any), the receipt of which is hereby confirmed.

We now offer to supply and deliver “**Renovation of Toilets at HMT Bhavan, HMT Limited, Banaglore**” in conformity with your above referred document for the sum as mentioned in financialbid, attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 6, read with modification, if any, in Section V - "Special Conditions of Contract", for due performance of the contract.

We agree to keep our tender valid for acceptance for a period upto as required in the GIT clause 19, read with modification, if any in Section - III - "Special Instructions to Tenderers" or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender upto the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance

thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

Dated this _____ day of _____

For & on behalf of.....

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign tender for and on behalf of

SECTION X: PRICE SCHEDULE-PART-II BID

From:

To
The Deputy General Manager, HMT Limited,
Bangalore – 560 032.

Dear Sir,

SUB: Tender Notice for “**Renovation of Toilets at HMT Bhavan, HMT Limited, Bengaluru**”.

REF: Your Tender Enquiry No: TENDER NO: HMTL/ADMIN/RT/2023/03 dated 13/04/2023

We have received your tender enquiry cited and we are pleased to submit the following as our price bid for your kind consideration.

A. Item wise Price Bid

S. No.	Item Description	Unit	Qty.	Rate (Rs.)	Amount (Rs.)
	DEMOLITION & DISMANTLING WORKS				
1	Demolition , scrapping of existing toilet flooring upto mother slab of average thickness of 100mm and dado of thickness of 50mm and other items and carting away debris from all floors including shifting away from site premises at all floors as directed and upto satisfaction of the Engineer in charge. The cost shall include necessary scaffolding/hoist for removal of derbis.	Sft	34,769		
2	Dismantling of Washbasin, Granite slabs, Urinals, Urinals Partition, IWC, EWC, PVC toilet doors, MS doors, Toilet entrance partial glazed aluminum door, Aluminum louvered Windows, Ventilators and shifting away from all floors outside the premises as directed and upto satisfaction of the Engineer in charge. (Above mentioned Each item is counted as 1 number)	Nos	648		
	MASONRY WORKS				
3	Providing and constructing load bearing wall with solid concrete blocks of size 400x200x200mm having block density more	Sft	1000		

	than 1800 kg/m ³ and minimum compressive strength of 4.00 N/mm ² conforming to IS 2185 (Part-I)-2005 and constructed with CM 1:4 as per IS 2572:2005 including cost of all materials, labour, scaffolding and curing, usage charges of machinery etc complete as per specifications.				
	PLASTERING WORKS				
4	Providing Rough Plastering for dado backing in CM 1:6 12-15mm thick for fixing tiles, at all levels/floors including rough finishing to line and plumb, the cost of scaffolding, curing, lead and lifts etc., complete for walls including scarifying the surface to receive the tiles as directed and upto satisfaction of the Engineer in charge.	Sft	25,245		
	WATERPROOFING WORKS				
5	The method consists of application of first layer of ACRYLIC MODIFIED / POLYMER MODIFIED CEMENTITIOUS Waterproof coating either single component or two part one after base preparation of cleaning, brushing and removal of flacky materials, grouting the porous area, cracks with cementations grout, fixing of weep holes, Grouting of pipe outlets etc and second layer of coating after fixing the Geo fabric / Fibre glass cloth with proper over lappings using the same coating when the coating is still green. The coatings shall be applied at intervals and as per the manufacturers specifications. Cost to include the treatment along wall up to min 600 mm and no extra measurements shall be accounted for the wall treatment (Only Plan area shall be measured for Payment) as directed and upto satisfaction of the Engineer in charge.	Sft	7,326		
6	Providing and filling Cinder mixed with dry mortar wherever necessary for sunken slabs with all lead lift etc., finish at all floors as directed and upto satisfaction of the Engineer in charge.	Cft	4,875		
7	Providing and laying 50 mm thick P.C.C.	Cft	1,625		

	<p>1:3:6 (M10) concrete over cinder filling in toilet sunken area and wherever specified using M sand, 20mm downsize aggregates including base preparation, Compaction, leveling, all leads and lifts at all levels/floors, curing and shuttering if necessary etc. at all floors as directed and upto satisfaction of the Engineer in charge.</p>				
	<p>FLOORING & DADO WORKS</p>				
8	<p>Providing and laying of Antiskid Vitrified Tile flooring at all floors & levels of approved make, model, specified sizes, including transportation, shifting & fixing at all floors. As per approved tile & pattern using 10 to 30 mm cement mortar CM1:4 including pointing the joints with the matching color of Epoxy based grout for all tile joints inclusive of acid wash etc at all floors as directed and upto satisfaction of the Engineer in charge. (Consider basic price of tile Rs.780.00 /sqm).</p>	Sft	7,326		
9	<p>Providing and laying of Vitrified Tile for dado at all floors & levels of Approved make and size upto 7 feet height, including transportation, shifting, fixing at all floors. As per approved tile & pattern using 15 to 18 mm thick cement mortar CM 1:4 including pointing the joints with the matching colour of Epoxy based grout for all tile joints inclusive of acid wash etc. at all floors as directed and upto satisfaction of the Engineer in charge. (Consider basic price of tile Rs.780.00 /sqm).</p>	Sft	25,245		
	<p>GRANITE WORKS</p>				
10	<p>Providing and fixing pre-polished Granite Stone slab of 20 mm thick on Toilet counter slabs at all floors and Facia of 140mm height of approved colour. Machine cut to requisite size set over MS brackets including pointing with tinted white cement, black oxide polishing, curing etc., complete. The exposed surface area only shall be measured and paid for. The rate shall include the cost of bull nosing to the semi-circular shape, shifting to all floors as</p>	Sft	450		

	directed and upto satisfaction of the Engineer in charge. (Basic price for Granite slab shall be Rs 1,500 / Sqm).				
	DOORS				
11	Providing and fixing toilet main entrance partial glazed Anodized Aluminum Door with anodized Aluminum door frame as per existing model & size with all accessories (Handles, latch, door handle etc.) including door closer at all floors as directed and upto satisfaction of the Engineer in charge.	Sft	576		
12	Providing and fixing PVC door frame with shutters for Toilet and Service Shaft as per the site conditions and customised measurements, fixed with all necessary accessories (Handles, latch, door handle etc.), at all floors as directed and upto satisfaction of the Engineer in charge.	Sft	1,672		
	WINDOWS & VENTILATORS				
13	Providing and fixing Anodized Aluminum Window frames and Shutters with glass panels, ventilators and partitions with extruded built up standard tubular sections of approved make, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e., at top, bottom and sides with required EPDM rubber/ neoprene gasket, Silicone etc. as per approved design, at all floors as directed and upto satisfaction of the Engineer in charge.	Sft	528		
	PAINTING WORKS				
14	Cleaning and removing old paint, scraping the flakes, cracks, remove loosen plastering, pack the gap/holes, cracks and prepare the surface of internal walls, beams, column, fins, ceilings etc., to receive emulsion paint at all floors/ levels etc., with necessary scaffolding at all floors as directed and upto satisfaction of the Engineer in charge.	Sft	17,227		
15	Providing and applying putty wherever necessary, one coat of primer and one coat of Emulsion paint of approved make	Sft	17,227		

	on the surface of internal walls, beams, column, fins, ceilings etc., at all floors/ levels etc., with necessary scaffolding at all floors as directed and upto satisfaction of the Engineer in charge.				
	Plumbing & Sanitary Works				
16	Supplying, installing, testing and commissioning of flat back Urinals of approved make & model. CP waste coupling as per selected model, appropriate bottle trap with extension pipe, urinal spreader, Wall mounted Push button Stop Valve, SS bolts & nuts or appropriate fixtures to fix the at all Floors as directed and upto satisfaction of the Engineer in charge. (Basic Price of Urinal- Rs 4,000)	No	42		
17	Supplying, installing, testing and commissioning of approved make & model, Wall/Floor mounted single piece European Water Closet with 'P' or 'S' trap, all internal parts of the cistern, dual flush 6/3 litres, plastic solid seat and cover of approved make with rubber buffers and flap, CP wall flanges, CP bolts and nuts/appropriate fixtures to fix the EWC, 15mm CP angle valve with 450 mm long inlet connection pipe, all of approved make etc. including pan connector with neoprene rubber ring and necessary accessories required to fix the EWC at all floors as directed and upto satisfaction of the Engineer in charge. (Basic Price of EWC - Rs 12,000)	No	85		
18	Supplying, installing, testing and commissioning of approved make & model Health Faucet of 15mm CP health faucet comprising of CP flexible tube with EPDM inner tube having SS braiding and brass end, 15mm CP angle valve, gun holder etc., at all floors as directed and upto satisfaction of the Engineer in charge. (Basic Price of Health Faucet -Rs 1,500)	No	109		
19	Supplying, installing, testing and commissioning of approved make &	No	24		

	model Indian Water Closet with 'P' or 'S' trap, all internal parts of the cistern, dual flush 6/3 litres, plastic solid seat and cover of approved make with rubber buffers and flap, CP wall flanges, 15mm CP angle valve with 450 mm long inlet connection pipe, all of approved make etc. including pan connector with neoprene rubber ring and necessary accessories required to fix the IWC at all floors as directed and upto satisfaction of the Engineer in charge.. (Basic Price of IWC- Rs 3,000)				
20	Supplying, Installing, testing & Commissioning of approved make & model Countertop Wash Basin of approved size & colour with 32mm dia. appropriate bottle trap with extension pipe, appropriate fixing method, CP angle valve with 450mm long CP inlet connection pipe, CP wall flange at all floors as directed and upto satisfaction of the Engineer in charge., (Basic price of Wash basin-Rs 4,000)	No	60		
21	Supplying, Installing, testing & Commissioning of approved make & model of Pedestal Wash Basin of standard size & colour with 15mm dia. Pillar cock with, 32mm dia. VIEGA bottle trap with extension pipe, M.S. wall brackets with a pair of SS screws to support the basin, 1no.15mm CP angle valve with 450mm long CP inlet connection pipe, CP wall flange all of approved make at all floors as directed and upto satisfaction of the Engineer in charge., (Basic price -Rs 5,500)	No	37		
22	Supply and fixing Urinal divider made of HPL board of 10mm thick of size 400 x 1200 mm, fixed with necessary brackets etc., at all floors as directed and upto satisfaction of the Engineer in charge.,	No	36		
23	Supply and fixing Mirrors of size 900x2400mm as per the site condition with all the necessary fixtures at all floors as directed and upto satisfaction of the Engineer in charge.,	No	24		

24	Supply and fixing Mirrors of size 600x600mm as per the site condition with all the necessary fixtures at all floors as directed and upto satisfaction of the Engineer in charge.,	No	35		
25	Supply & fixing of approved make C.P. Brass Towel Ring including C.P. screws with Fischer plugs, with wall covering flange etc. at all floors as directed and upto satisfaction of the Engineer in charge. (Basic Price of Towel ring - Rs 800.00)	No	59		
26	Supply & Fixing approved make C.P. Soap Tray type including C.P. screws with Fischer plugs, with wall covering flange etc. at all floors as directed and upto satisfaction of the Engineer in charge. (Basic Price of Soap tray - Rs 500.00)	No	59		
27	Supplying, fixing and testing PVC floor Cockroach Trap for toilets with SS frame and grating 75mm diameter outlet with all necessary couplings as per drawing at all floors as directed and upto satisfaction of the Engineer in charge. (Basic Price of PVC floor Cockroach Trap - Rs 300.00)	No	155		
	ELECTRICAL WORKS				
28	Supply, installation & commissiioning of 9" Exhaust Fan with all the necessary fittings wiring, Switch etc., at all floors as directed and upto satisfaction of the Engineer in charge.	No	59		
29	Supply and installation of 22W LED Tube Light with switches with all the necessary fittings and wiring, etc., at all floors as directed and upto satisfaction of the Engineer in charge.	No	83		
	M.S WORKS				
30	Supply, Fabricate and fixing MS flatform in plumbing shaft using 2 numbers of ISMC 100x40 fixed to beams with necessary fixing methodology and 6mm chequer plate fixed on the ISMC beams. Entire fabrication to be painted with one coat of primer and two coats of Enamel paint at all floors as directed and upto satisfaction of the Engineer in charge. (Total 12 set of plat forms)	Kg	3,250		
	PLUMBING WORKS				

31	Supply and fixing 110 mm dia PVC Pipes with all necessary collars, bends, Tee, elbow, Single Y, Double Y, Solfit Equal Y, Offset bend push fit, (all accessories to be with clean out), clamps, nails, end cap, vent cowl, glue etc. including bore hole civil works in wall with all lead and lifts etc. at all floors as directed and upto satisfaction of the Engineer in charge.	Rft	1,200		
32	Supply and fixing 75 mm dia PVC pipes with all necessary bends, collars, Tee, elbow, Single Y, Double Y, Solfit Equal Y, Offset bend push fit, (all accessories to be with clean out), clamps, nails, end cap, vent cowl, glue etc. including bore hole civil works in wall with all lead and lifts etc. at all floors as directed and upto satisfaction of the Engineer in charge.	Rft	1,200		
33	Supply and fixing 20 mm dia CPVC pipes with all necessary elbow, bends, collars, Tee, MTA, FTA, teflon tape, Brass elbow, Brass Tee, Brass FTA, Brass MTA, step over bend, unioin, reducer collar, adaptor, reducer Tee, glue etc. including civil works like chasing in the wall, bore hole wherever required, with all lead and lifts etc. connected to existing water supply line in the service shaft at all floors as directed and upto satisfaction of the Engineer in charge.	Rft	1,200		
34	Supply and fixing of SS Wash Basin Faucet with brass cartridge of approved make/model with all necessary fixtures, teflon tape etc. and connect to existing water supply line at all floors as directed and upto satisfaction of the Engineer in charge. (Basic price of WB Faucet - Rs 1,200)	No	120		
35	Supply and fixing of SS Angle Stop Valve of approved make & model for EWC flush tank, Wash Basin inlets and one as common Stop Valve for Entire Toilet etc. with wall covering flange (Basic price of Angle Stop Valve - Rs 800.00)	No	156		
36	Supply and fixing of SS Two way/Dual lever SS long body Faucet with brass cartridge at IWC toilet of approved make & model for EWC flush tank, Wash Basin inlets and one as common Stop Valve for Entire Toilet etc. with wall covering flange (Basic price of Angle Stop Valve - Rs 1200.00)	No	24		
Sub Total (1 to 36)					

	Add CGST @ 9%	
	Add SGST @ 9%	
	Grand Total	
	Grand Total Rounded off to	
	Rupees in words	

NOTE:

1. We confirm that the quoted price is inclusive of all statutory levies, GST, duties, tools, tackles, scaffolding, unloading & insurance charges at your Site/Press and is firm.
2. We confirm that there would not be any price escalation during the Tenure of Contract
3. We confirm that we will abide by all the tender terms & conditions of tender, above scope of work and we do not have any counter conditions.
4. We confirm that tendered item will be supplied as per BOQ, specification and tender conditions.

Thanking you,

Yours faithfully,

(.....)

Seal

Name & Signature with date

Firm:

SECTION XI: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

_____ [Insert Bank's Name, and Address of Issuing Branch or Office]
Beneficiary _____ [Insert Name and Address of HMT Limited]

Date:

Performance Guarantee No. _____ Date.....

WHEREAS (name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no dated to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract:

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of _____ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding me said debt from the supplier before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

We undertake to pay HMT Limited up to the above amount upon receipt of its first written demand, without HMT Limited having to substantiate its demand.

This guarantee will remain in force for a period of sixty days after the date of all Contractual obligations by the Contractor and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

SECTION XII: QUESTIONNAIRE

The Tenderer should furnish specific answers to all the questions/ issues mentioned below. In case a question / issue do not apply to a tenderer, the same should be answered with the remark “not applicable”.

Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.

In case a tenderer furnishes a wrong or evasive answer against any of the under mentioned question / issues, its tender will be liable to be ignored.

1. Brief description and of Works contract offered: **Renovation of Toilets at HMT Bhavan, HMT Limited, Bengaluru**
2. Name and Address of the Firm:
3. Nature of the Firm: (Proprietorship/Partnership/Ltd. Company/Co-op. Society).....
4. Offer is valid for acceptance up to: 120 days
5. Your Permanent Income Tax A/c No. as allotted by the Income Tax Authority of Government of India:
Please attach certified copy of your latest / current Income Tax clearance certificate issued by the above authority.
6. Your GSTIN (Copy of registration to be enclosed):
7. Status:
 - a) Are you currently registered with the Central Purchase Organization, and/or as a Micro and Small Enterprise (MSE) as defined in MSEs Order 2012 issued by Ministry of Micro, Small and Medium Enterprises (MSME), and/or as a Start-up as recognised by Department for Promotion of Industry and Internal Trade (DPIIT) and/or the present HMT Limited and/or the Directorate of Industries of the concerned State Government for the goods quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration.
 - b) Are you currently registered under the Indian Companies Act, 2013 or any other similar Act?
Please attach certified copy(s) of your registration status etc. in case your answer(s) to above queries is in affirmative.
8. Please indicate Name & full Address of your Banker(s)
9. Please state whether business dealings with you currently stand suspended / banned by any Ministry / Dept. of Government of India or by any State Govt.

..... (Signature with date)
(Full name, designation & address of the person duly authorized sign on behalf of the tenderer)

For and on behalf of
(Name, address and stamp of the tendering firm)

SECTION XIII: CONTRACT FORM

(Address of HMT Limited's office issuing the contract)

Contract No dated

This is in continuation to this office' Notification of Award No. dated

1. Name & address of the Supplier:
2. HMT Limited's Tender document No. dated and subsequent Amendment No. dated (if any), issued by HMT Limited.
3. Supplier's Tender No. dated and subsequent communication(s) No..... dated..... (If any), exchanged between the supplier and HMT Limited in connection with this tender.
4. In addition to this Contract Form, the following documents etc., which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as part of this contract:
 - a. General Conditions of Contract;
 - b. Special Conditions of Contract;
 - c. List of Requirements;
 - d. Technical Specifications;
 - e. Quality Control Requirements;
 - f. Tender Form furnished by the supplier;
 - g. Price Schedule(s) furnished by the supplier in its tender;
 - h. Manufacturers' Authorisation Form (if applicable for this tender);
 - i. HMT Limited's Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under Section - V - 'General Conditions of Contract' of HMT Limited's Tender document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
 - (i) Brief particulars of the goods and services which shall be supplied / provided by the supplier are as under:

Schedule No.	Brief description of goods/services	Accounting unit	Quantity to be supplied	Unit Price (In Rs.)	Total Price

Any other additional services (if applicable) and cost thereof:
 Total value (in figure) (In words)

- (ii) Delivery schedule
- (iii) Details of Performance Security
- (iv) Quality Control

- (a) Mode(s), stage(s) and place(s) of conducting inspections and tests.
- (b) Designation and address of HMT Limited's inspecting officer
- (v) Destination and dispatch instructions
- (vi) Consignee, including port consignee, if any
- (vii) Warranty clause
- (viii) Payment terms
- (ix) Paying authority

.....
(Signature, name and address of HMT Limited's authorized official)
For and on behalf of

Received and accepted this contract

(Signature, name and address of the supplier's executive duly authorized to sign on behalf of the supplier)
For and on behalf of

(Name and address of the supplier)

.....

(Seal of the supplier)

Date:

Place:

**SECTION XIV: LETTER OF AUTHORITY FOR ATTENDING A BID OPENING
(Refer to clause 24.2 of GIT)**

The Deputy General Manager

Unit Address

Subject: Authorization for attending bid opening on _____(date) in the Tender of _____

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____(Bidder) in order of preference given below:

Order of Preference	Name	Specimen Signatures
I.		
II.		
Alternate Representative		
Signature of Bidder or Officer authorized to sign the bid Documents on behalf of the bidder		

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not produced.

Signature of bidder with date and seal /Officer authorised to sign bid document on behalf of the bidder.

SECTION XV: PROFORMA OF BILLS FOR PAYMENT
(To be submitted by contractor's on their letter head)

Name and Address of the Firm:

Bill No:

Dated:

To:

The Deputy General Manager
 HMT Bhavan,
 HMT Limited, Bangalore-560 032.

Invoice / Bill No. & Date	
PAN No.	
GST No.	
HMT LIMITED GST No	29AAACH7073D3ZK

Sub: Submission of Bill for payment

S. No.	Work Order No: & Date	Item Description	Quantity	Rate(Rs.)	Amount	Amount in Words
1						
Total (Including all taxes) - A separate Detail measurement sheet is to be attached along with this bill.						
2.	Work order amount:					
3	Type of bill:					
4	Area of work:					
5	Starting date of work:					
6	Schedule date of completion:					
7	Actual date of completion:					
8	Reasons for delay:					
11	Liquidated damage (if any): (For any delay beyond specified schedule time period)					
12	DLP Period:					
13	EMD (if any):					
14	Security Deposit:					
15	Any other details/Remarks:					

I hereby certify that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

Signature and Stamp of Contractor

ANNEXURE-A
UNDERTAKING / DECLARATION
(To be submitted on Company letter head duly signed by authorized person)

1) CONFIDENTIALITY STATEMENT

“The information, which is contained in this document will not, in whole or in part be reproduced, transferred to other documents/electronic media or disclosed to others without written consent of HMT Limited. Bidder shall also undertake to maintain secrecy, exclusivity and confidentiality of the high security currency printing environment of HMT Limited.”

2) BLACKLISTING

“We confirm that that our firm has not been in the list of firms blacklisted by HMT Limited / Government of India in the past 5 years ending as on date. We also confirm that there is no Civil and criminal cases and other legal dispute proceedings including arbitration proceedings pending/closed during the last 3 years.”

3) ACCOUNTABILITY STATEMENT

“In case any ambiguity is noticed in the Documents submitted at any stage, we will be entirely responsible and liable for any action as deemed fit under the Law”.

I hereby further agree to execute the said work at the respective rates mentioned in the schedule of quantities and abide by terms and conditions contained in the above paras.

Applicable EMD/SD will be deposited with the HMT Limited for due performance of the contract which will bear no interest. It is also understood that the EMD/SD deposited will be forfeited by HMT Limited in case I / We fail to start work within 21 (Twenty one) days, when called upon to do so from the date of issue of LOI/work order. The EMD of unsuccessful tenderer will be returned.

Accepted above terms & conditions as well as Safety Code

Yours faithfully,

Date:

(Signature of the Bidder)

Place: _____ (Seal of bidder mentioning address also)

ANNEXURE – B
NEFT - MODEL MANDATE FORM

(Investor / customer's option to receive payments through Credit Clearing Mechanism)

Name of the Scheme and the periodicity of payment

1	Investor / Customer's Name			
2	Particulars of Bank account			
	A	Name of the Bank		
	B	Name of the branch		
		Address		
		Telephone No		
		Whether Bank branch is NEFT enabled		
	C	Code number of the bank and branch appearing on the MICR Cheque issued by the bank		
	D	Type of the account (SB, Current or Cash Credit)		
	E	Ledger and Ledger Folio number		
	F	Account number (as appearing on the Cheque book)		
	G	RTGS / IFSC Code No.		
(In lieu of the bank certificate to be obtained as under, please attach a blank cancelled cheque or photocopy of a cheque or front page of your Savings bank passbook issued by your bank for verification of the above particulars)				
3	Date of effect			

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

.....
Signature of the Investor/Customer

Date:
Certified that the particulars furnished above are correct as per our records.

Bank's Stamp
Date:

.....
Signature of the authorized official of the bank

(To be filled, signed & stamped and submitted along with Techno-commercial bid Part-I)

ANNEXURE-C

To Whomsoever It May Concern

This is to confirm that we,
M/s. _____
shall fulfil the Security Deposit formalities as per NIT on becoming L1.

For & on behalf of

(Seal & signature)

(Name and designation)

Duly authorized to sign tender for and on behalf of

ANNEXURE-D

Financial standings (as per Section-VIII):

S. No.	Financial Year	Annual Turnover (Rs.)	Profit/(Loss) (Rs.)	Net worth (+/-) (Rs.)	Remarks	ITR copy enclosed (Please tick)
a.	2019-20					
b.	2020-21					
c.	2021-22					
Avg. Annual Turnover->						
Required Annual Turnover ->		Rs.57,00,000/-				

Note (if any):

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ANNEXURE-E

GST Registration details

GSTIN / UIN	
PAN	
NAME OF THE SUPPLIER (as per PAN / Legal Name of Business)	
TRADE NAME (as per GST certificate)	
ADDRESS	
STATE	
COUNTRY	
PINCODE	
Constitution of Business	
Taxpayer Type	(i) REGULAR (ii) COMPOSITION (iii) CONSUMER (iv) UNREGISTERED
PARTY TYPE	(i) DEEMED EXPORT (ii) SEZ (iii) NOT APPLICABLE (N.A)
IS A e COMMERCE OPERATOR (YES / NO)	YES / NO

ITEM DESCRIPTION	HSN / SAC CODE	SGST / CGST / IGST / UTGST	RATE OF GST %
1.			
2.			

(Authorised Signature of the bidder firm with date)

(Seal)

**ANNEXURE-F
CHECKLIST FOR TENDER**

<p>HMT LIMITED HMT Bhavan, Bangalore-560032 TENDER DOCUMENT FOR RENOVATION OF TOILETS AT HMT BHAVAN, HMT LIMITED, BANGALORE. NIT No. HMTL/ADMIN/RT/2023/03 dated 13/04/2023</p>	
<p>Check List for Tenderers</p>	
<p>Please ensure that</p>	
1	<p>The First sealed cover (Part I) should contain :-</p> <ol style="list-style-type: none"> a) All the pages of tender document duly sealed and signed by authorised signatory. b) Proforma of (Section IX: Tender Form) duly filled & signed by authorised signatory. c) Section VII – Quality Control Requirements to be filled & signed by authorised signatory. d) Work order and corresponding Work Completion certificates in support of Qualification / Eligibility criteria (Section VIII) duly self-attested by Authorised signatory. e) Annexure A to be submitted duly signed by authorised signatory. f) NEFT mandate form as per Annexure B to be duly, filled, signed, sealed & submitted. g) Annexure C and E to be submitted duly filled, sealed, and signed by authorised signatory. h) Copies of GST, PAN No. etc. to be duly sealed and self-attested by authorised signatory. i) Price Indication in this Part-I is liable for rejection.
2	<p>The Second sealed cover should contain:- Price bid as per Section – X, Price schedule to be submitted in a second sealed cover super scribed as NIT - HMTL/ADMIN/RT/2023/03 dt. 13/04/2023, Tender for Renovation of Toilets at HMT Bhavan, HMT Limited, Bangalore.</p>
3	<p>All the above-mentioned two sealed covers are put in a Separate sealed cover super scribed – Tender Renovation of Toilets at HMT Bhavan, HMT Limited, Bangalore, against NIT- HMTL/ADMIN/RT/2023/03 dt. 13/04/2023 (Note: Tenderer should clearly mention their Name, Address and Contact Nos. on this Sealed Cover.)</p>
4	<p>All Correspondences should be addressed to: The Deputy General Manager, HMT Limited, NO. 59, Bellary Road, HMT Bhavan, Bangalore – 560032</p>

Note: The printout of this tender document should be taken on both sides of A4 size paper only.