

M/s HLL INFRA TECH SERVICES LTD. (HITES)
(Subsidiary of HLL Lifecare Ltd., A Government of India Enterprise)

As Executing agency to
MINISTRY OF HEALTH & FAMILY WELFARE
GOVERNMENT OF INDIA, NEW DELHI

TENDER
FOR

DESIGN & CONSTRUCTION OF NEW BOUNDARY WALL
FOR PROPOSED AIIMS MADURAI AT THOPPUR WITH
PRECAST TECHNOLOGY

Volume- I
NOTICE INVITING TENDER

Tender No. HITES/IDS/18/87



Golden Jubilee Block, HLL Bhavan,
Poojappura P.O
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HLL INFRA TECH SERVICES LTD. (HITES)

PRESS NOTICE

Tender No. HITES/IDS/18/87

Dated 07.03.2019

HLL Infra Tech Services Ltd (HITES) on behalf of Ministry of Health & Family welfare, Govt. of India invites bids from eligible contractors/firms for the following work.

Name and Description of work	Estimated cost	Completion period of Work	Last date & time to submit the tender	Bid Security amount
Design & Construction of New Boundary wall for Proposed AIIMS Madurai at Thoppur with Precast Technology.	Rs. 9,60,82,859/-	6 months	16.04.2019 at 3.00 pm	Rs.19,21,700/-

For submission & other tender details, please refer detailed NIT on www.hllhites.com and *Central Public Procurement Portal*.

HITES/ Client reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever. Prospective bidders are advised to regularly scan through www.hllhites.com and *Central Public Procurement Portal* as corrigendum/ amendments etc., if any, will be notified on this portal only and separate advertisement will not be made for this.

Chief Engineer (Design)

HLL INFRA TECH SERVICES LTD. (HITES)

NOTICE INVITING TENDER

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1. The intending bidder must read the terms and conditions of Notice Inviting Bids and the Bid documents carefully. They should only submit the bid if they consider themselves eligible and they are in possession of all the documents required.
2. **The bidder shall submit the design brief of the compound wall using precast technology and the methodology of execution of work.**
3. Information and Instructions for bidders posted on website shall form of bid document.
4. The document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from www.hllhites.com.
5. Contractor must ensure to quote rate of each item. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
 - a. If a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
6. The Technical bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.
7. The Client/ HITES reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
8. The complete set of Tender Documents shall be made available, as per above schedule, on the above mentioned websites. The interested applicants/contractors/firms may like to attend the pre bid meeting which will be held at the Office of M/s HLL Infra Tech Services Ltd. (HITES), HLL Bhavan, No.26/4, Velachery-Tambaram Main Road, Behind Kamatchi Hospital, Pallikaranai, Chennai.
9. HITES reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever.

10. Prospective bidders are advised to regularly scan through the given websites as corrigenda/amendments etc., if any, will be notified on these portals only and separate advertisement will not be made for this. Bidders are advised to check all these websites regularly as at times, it is not possible to upload data on a particular website due to some technical glitch.

Chief Engineer (Design)

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Deletion.....
Correction.....
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DISCLAIMER

This document has been prepared by M/s HLL Infra Tech Services Ltd. (HITES) on behalf of Ministry of Health & Family welfare, Govt. of India as Executing agency. The information is provided to prospective Bidders, who are interested to Bid for Design & Construction of New Boundary wall for Proposed AIIMS Madurai at Thoppur with Precast Technology.

This document is neither an agreement, nor an offer or invitation to perform work of any kind to any party.

The purpose of this document is to provide interested parties with information to assist the preparation of their Bid. While due care has been taken in the preparation of the information contained herein, and is believed to be complete and accurate, neither any of the authorities/agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

Further, HITES does not claim that the information is exhaustive. Respondents to this document are required to make their own inquiry/ survey and will be required to confirm, in writing, that they have done so and they did not rely solely on the information given herein.

HITES reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any respondent.

No reimbursement of cost of any type or on any account will be made to persons or entities submitting their Bid.

Definitions

1. **“Application”** shall mean the response submitted by interested parties.
2. **“BID/Tender”** shall mean documents downloaded from the website by the prospective Bidder. The word “Tender” is synonymous with **“Bid”**.
3. **“Bid Security/ Earnest Money”** shall mean the amount to be deposited by the Bidder with the Tender.
4. **“Bid Validity”** shall mean the period for which the Bids shall remain valid.
5. **“Bidder”** shall mean the party located in India who is participating in the Tendering process pursuant to and in accordance with the terms of this document. The word **“Tenderer”** is synonymous with **“Bidder”**.
6. **“Contract Agreement”** shall mean the agreement to be signed between the Successful Tenderer and the Client.
7. **“Contract Price”** shall mean the financial bid of the Successful Tenderer as accepted by the Client.
8. **“Date of commencement of work”** shall mean the date of Start as specified in the Schedule “F” or the date of handing over of the site, whichever is later in accordance with the phasing if any, as indicated in the tender document.
9. **“Defects Liability Period”/“Maintenance Period”** means the period after completion of the Project during which the Client or his authorized representative/ Engineer-in-charge of HITES that will notify to the Contractor any defect noticed in the work and the Contractor is liable for rectification of such defects. Proof of dispatch of letter notifying the defect/ intimating the representative of Contractor at site on the last date of Defect liability period will make the Contractor liable for rectify all such defects.
10. **“Engineer in Charge” (EIC)** means the Engineer Officer of HITES as mentioned in the schedule “F” hereunder, as authorized by HITES/ Client.
11. **“Evaluation Committee”** shall mean the committee constituted by M/s HLL Infra Tech Services Ltd. (HITES) for the evaluation of the bids.
12. **“HITES”** shall mean M/s HLL Infra Tech Services Ltd., appointed by the Client as Executing agency for the project.
13. **“Letter of Acceptance”** shall mean the letter issued by the HITES to the Successful Tenderer inviting him to sign the Contract Agreement.
14. **“Performance Guarantee”** shall mean the amount to be paid by the Successful Tenderer as per relevant clause mentioned elsewhere.
15. **“Tender Processing Fee”** shall mean the amount to be paid by the Tenderers in consideration of cost of bid document.
16. **“Project”** shall mean **Design & Construction of New Boundary wall for Proposed AIIMS Madurai at Thoppur with Precast Technology.**
17. **“Site”** shall mean the place where the works under the Project are to be carried out and the details of which are provided in this document.
18. **“Successful Tenderer”** shall mean the Tenderer declared technically and financially successful for the Project and with whom, the Contract Agreement shall be signed.
19. **“Similar Works”** as defined in eligibility criteria.

20. **“Scheduled banks”** mean **“Scheduled commercial Banks”**
21. **“Client”** means **Ministry of Health & Family Welfare, Govt. of India.**
22. **“NIT”** means **Notice Inviting Tender.** The word **“Notice Inviting Tenders”** is synonymous with **“Notice Inviting Bids”.**
23. **“ITB”** means **Instructions to Bidders**

SECTION I
NOTICE INVITING BIDS

1. HLL Infra Tech Services Ltd (HITES) on behalf of Ministry of Health & Family welfare, Govt. of India invites Lumpsum tenders from eligible contractors as per eligibility criteria laid down, for the work of “**Design & Construction of New Boundary wall for Proposed AIIMS Madurai at Thoppur with Precast Technology**”.

1.1. The work is estimated to cost as given in Table - I. Any clarification shall be sought from the tender inviting authority on courier. The NIT and other details are also available on www.hllhites.com and *Central Public Procurement Portal*.

1.2. TABLE – I

Sl. No.	Description	Details
1	Tender no.	HITES/IDS/18/87
2	Name of work	Design & Construction of New Boundary wall for Proposed AIIMS Madurai at Thoppur with Precast Technology
3	Estimated cost	Rs. 9,60,82,859/-
4	Earnest Money deposit	Rs. 19,21,700/-
5	Tender Processing Fee (Non-refundable)	Rs. 10,000 only (inclusive of GST)
6	Issue of Tender documents	Documents shall be available at www.hllhites.com and CPP Portal.
8	Pre bid meeting	05.04.2019 at 11.00 hrs at HITES office, Chennai
9	Last Date & time of Submission of Bids	16.04.2019 at 15.00 hrs
10	Date & time of opening of Technical Bid	16.04.2019 at 15.30 hrs
11	Date of start of work	Date of issue of LOA or date of handing over of site whichever is later
12	Completion period	6 months
13	Performance Guarantee	5% of tendered value
14	Security Deposit	2.5% of tendered value
15	Defects Liability period	1 year from date of completion of works as certified by Engineer in charge

- 1.3. Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:

1.4.1 **Eligibility Criteria**

The Tenderer should meet the following minimum eligibility criteria:

Bidder who fulfills the following requirement shall be eligible to apply. Joint ventures of whatsoever kind are not accepted.

- a. Experience should be in the name of the bidding company and not in subsidiary/ associate company/ Group Company etc.
 - b. Experience of having successfully completed works during the last 7 years ending last day of the month previous to the one in which applications are invited. The works completed upto previous day of last date of submission of tenders shall also be considered.
 - i. Three similar works each costing not less than amount equal to 40% estimated cost put to tender
- Or
- ii. Two similar works each costing not less than amount equal to 60% estimated cost put to tender
- Or
- iii. One similar work costing not less than amount equal to 80% estimated cost put to tender

And

- c. ***“Similar Works”** shall mean Construction of RCC framed structure/ compound wall using PRECAST TECHNOLOGY.

Own works/ work under the same management/ own certification of the bidder shall not be considered for pre-qualification. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to the previous day of last date of submission of tenders.

- d. **Turnover:** Average annual financial turnover on construction works should be at least 50% of the estimated cost put to tender during the immediate last three consecutive financial year ending 31st March, 2018. The turnover should be of the Bidding Company and not for Group Company or subsidiary company etc.
- e. **Profit/ loss:** The bidder should not have incurred any loss (profit after tax should be positive) in more than Two years in last Five years ending FY 2017-18. This should be duly certified by the Chartered Account.
- f. **The works completed/being executed by the bidders may be inspected by a committee or any other authority as decided by HITES. If it is found after inspection that the performance of the bidder for the inspected works is not satisfactory in terms of quality/ time overrun/overall performance etc,**

the bidder may get disqualified even though the documents submitted by them will meet the other eligibility criteria as above.

- g. The bidder shall have GST registration. The copy of GST registration shall be submitted.
 - h. The bidder shall have ESI/ EPF registration. The copy of valid ESI/EPF registration shall be submitted.
 - i. The bidder should not have been blacklisted by any Central/ State Government Department/Autonomous Body/PSU in last five years from the original last date of submission of the bid. The bidder shall submit duly notarized affidavit to this effect, as per prescribed format (Form "F").
 - j. Direct/ indirect Joint Ventures (JV)/ Consortium of any kind are not permitted.
 - k. **The bidder shall submit the design brief of the compound wall using precast technology and the methodology for execution of work.**
- 1.4. The time allowed for carrying out the work will be **6 Months** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing/ milestones, indicated in the tender documents.
- 1.5. (i) The site for the work is available.
(ii) **The scope of work of contractor includes site clearing, filling, supply and erection of Precast wall. The contractor shall quote the lumpsum rate per metre length of compound wall.** The payment to the contractor will be made on the executed running meter length of the compound wall.
- 1.6. **The Contractor shall submit the design brief of the compound wall using precast technology and the methodology of execution of work.**
- 1.7. The bid documents consisting of scope of work and the set of terms and conditions of the contract to be complied with and other necessary documents is available on line free of cost.
- 1.8. The bid submitted shall become invalid and tender processing fee shall not be refunded if:
(i) The bidder is found ineligible.
(ii) The bidder does not submit all the documents (including GST registration) as stipulated in the bid document. In case the firm is not registered at the time of submission of bid, they will submit an undertaking that they will get themselves registered with the concerned authorities in case they are awarded the work.
- 1.9. The Technical package and Financial Package as detailed in clause 2.3.5 and 2.3.6 of ITB shall be submitted manually, each marked as per clause 2.3.11 of ITB as per the stipulated date & time of submission of bid.
- 1.10. The Contractor, whose tender is accepted, will be required to furnish performance guarantee 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of Bank Guarantee of any scheduled commercial bank based in India, in favour of "HLL Infra Tech Services Limited" as per Form B-II. Performance Bank Guarantee to be valid up to sixty days beyond the stipulated date of completion or the extended period, thereof.
- 1.11. In case the contractor fails to deposit the said performance guarantee within the period as indicated in schedule 'F', including the extended period if any, the earnest

- money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
- 1.12. The contractor whose tender is accepted will also be required to furnish either copy of applicable licenses/ registration or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW welfare board and programme chart (time and progress) and manpower deployment schedule within the period specified in schedule F.
 - 1.13. **Evaluation of performance :**
 Evaluation of the performance of contractors for eligibility shall be done by the HITES. If required, **the works being executed by the bidders who otherwise qualify may be got inspected by a committee or any other authority as decided by Client/HITES. If it is found by the committee that the performance of the bidder for the inspected works is not satisfactory in terms of quality/ time overrun/overall performance etc, the bidder may got disqualified even though the documents submitted by them will meet the eligibility criteria as laid down in clause 1.4.1.**
 - 1.16. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at its own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.
 - 1.17. The Competent Authority of the HITES does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
 - 1.18. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
 - 1.19. The competent authority of HITES reserves to himself the right of accepting the whole or any part of the tender and the bidder shall be bound to perform the same at the rate quoted.
 - 1.20. The contractor shall not be permitted to tender for works in case his near relative is Gazetted officer in Client or in the Managerial cadres of HITES and is directly dealing with the Project. Any breach of this condition by the contractor would disqualify him from participation and consideration in the tender process.
 - 1.21. No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from

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Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

- 1.22. The tender for the works shall remain open for acceptance for a period of **120 (ONE HUNDRED AND TWENTY)** days from the LAST date of submission of bid or any extension thereto. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, then the Client shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the re-tendering process of the work.
- 1.23. This is a Time Bound Project.
- 1.24. The Bidder must associate with the other agencies working at the site. This being a composite tender, the Bidder must associate with himself agencies otherwise eligible to tender for other components individually including specialized services for which an affidavit/undertaking as per format enclosed should be submitted along with the Technical Bid.
- 1.25. Registration/ Licence: The bidder should have their registration for GST, PF, ESIC, Building Cess Registration etc., with the appropriate Authorities. In case the firm is not registered at the time of submission of bid, they will submit an undertaking that they will get themselves registered with the concerned authorities in case they are awarded the work.
- 1.26. The contractor/firm will indemnify Client/HITES, as the case may be, against all penal action that may be levied/effected by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority. An undertaking in this regard is required to be submitted by applicants alongwith prequalification.
- 1.27. This Notice Inviting bid shall form a part of the contract document. The successful Tenderer/ contractor, on acceptance of his tender by the Accepting Authority, shall, within 25 days from the stipulated date of start of the work, sign the contract consisting of :-
 - a) The Notice Inviting Bids, all the documents including General Conditions of the Contract, Specific Conditions of Contract, Specifications, Bill of Quantities and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto including amendments, corrigendum etc. if any.

Following shall also be part of the contract:

Standard CPWD forms as mentioned in Schedule F consisting of:

- i. Various standard clauses with corrections upto the date stipulated in Schedule F along with annexures thereto.
- ii. CPWD Safety Code.
- iii. Model rules for protection of health, sanitary arrangements for workers employed by Client or its contractors.

- iv. CPWD Contractors Labour regulations
- v. List of Acts and Omissions for which fines can be imposed.

1.28. **Bid document consists of :**

- 1.28.1. **Volume - I (Notice Inviting Tenders (NIT), PQ Criteria & Instructions to Bidders (ITB))**
- 1.28.2. **Volume - II (General Conditions of Contract)**
- 1.28.3. **Volume - III (Price Bid)**

All amendments(s)/ corrigendum/ minutes of pre bid meeting, if any.

- 1.29. HITES reserves the right to accept or reject any or all the tenders without assigning any reason, No Bidder shall have any cause of action or claim against the HITES for rejection of his tender.

Chief Engineer (Design)

SECTION-II
INSTRUCTIONS TO BIDDERS (ITB)

2.1 Eligibility Criteria : As per Notice inviting Bids

2.2 Disqualification. Even if a Contractor meets the eligibility criteria as, Client may, at their discretion and at any stage during the selection process or execution of the Project, order disqualification of the contractor if the Contractor has:

- 2.2.1 Made misleading or false representations in the forms, statements and attachments submitted; or
- 2.2.2 The Contractor has been blacklisted by any government agency even after bids have been opened; or
- 2.2.3 Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.

2.3 BID Documents :

2.3.1 Contents of BID Documents

BID Document shall consist of the documents listed in this document along with any schedules, addendum or corrigendum etc. issued by Client for the purpose.

2.3.2 Pre-Bid Conference

HITES shall conduct pre-Bid meeting(s) at the time and venue mentioned in Notice Inviting Bid. Bidders are requested to submit their queries. No other queries shall be entertained or replied to after the date of pre bid meeting. HITES' response (including an explanation on the query but without identifying the source of the inquiry) will be uploaded on website of HITES www.hllhites.com/tenders and CPP portal <https://eprocure.gov.in>.

2.3.3 Clarifications

A prospective Contractor requiring any clarification with regards to the BID document may utilize the forum of pre-bid to submit the queries on the e-tender portal. HITES will respond any request for clarification which is received within seven days of the first date of issue of the Tenders. The response (including an explanation on the query but without identifying the source of the inquiry) will be uploaded in the website. Only written communication/ clarification can be considered as valid.

2.3.4 Amendment to BID Document

- i. At any time prior to the deadline for the submission of Bids, HITES, may, for any reason, whether at its own initiative or in response to a clarification or query raised by prospective Bidders, modify the BID document by an amendment.
- ii. The said amendments in the form of the addendum/corrigendum will be made available on the HITES website www.hllhites.com/tenders and CPP portal <https://eprocure.gov.in> not later than 3 days to the original or extended deadline for the submission of the bids. The uploading of the said amendments shall be binding of the bidders. The Bidders are strongly advised to regularly visit above websites to ensure that they are aware of

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the amendments. The addendum (s) issued will form part of the BID documents.

- iii. In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the HITES may, at its discretion, extend the deadline for the submission of Bids.

2.3.5 Preparation of Bid:

a) Bidder's responsibility:

- i. The Bidder is solely responsible for the details of his Bid and the preparation of Bids.
- ii. The Bidder is expected to examine carefully all the contents of BID document as mentioned in Notice Inviting Bids including instructions, conditions, forms, terms, etc. and take them fully into account before submitting his offer. Bids, which do not satisfy all the requirements, as detailed in these documents, are liable to be rejected as being unresponsive.
- iii. The Bidder shall be deemed to have inspected the Site and its surroundings and taken into account all relevant factors pertaining to the Site, while preparing and submitting the Bid.

b) Project Inspection and Site Visit

Any Site information and drawings given in this Bid Document is for guidance only. The Bidder is advised to visit and examine the Site of works and its surroundings at his/their cost and obtain at his/their own responsibility, any information that may consider necessary for preparing the Bid and entering into a Contract with HITES, including availability of electricity, water and drainage.

The HITES shall not be liable for such costs, regardless the outcome of the selection process.

c) Documents Comprising the Bid

Bidder shall submit their Bids manually. The contents of the Technical and Financial packages are as mentioned hereinafter i.e. Clause 2.3.6.

d) Alternative Proposal by bidders:

Bidders shall submit offers that comply with the requirement of the Tender, as indicated in the drawing and specifications. Alternatives will not be considered.

e) **Method of Application:**

- i. If the bidder is an individual, the application shall be signed by him above his/ her full type written name and current address.
- ii. If the bidder is a proprietary firm; the application shall be signed by the proprietor above his/her full type written name and the full name of his firm with its current address.
- iii. If the bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full type written names and current addresses or alternatively by a partner holding power of attorney for the firm. In the latter case, a certified copy of the Power of Attorney should accompany the application. In both the cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.

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- iv. If the bidder is a Limited company or a corporation, the bid shall be signed by a duly authorized person holding Power of Attorney for signing the application and certified copy of such power of attorney shall also be furnished. The bidder should also furnish a copy of memorandum of articles of association duly attested by a Public Notary.

f) Bid documentation

- i. All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even, if no information is to be provided in a column, a 'Nil' or 'no such case' entry should be made in that column. If any particulars/query is not applicable in case of the bidder, it should be stated as 'Not applicable'. The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms (or) deliberately suppressing the information may result in the bid being summarily disqualified. Bid made by telegram or telex and those received late will not be entertained.
- ii. The bid should be type written. The bidder should sign each page of application, forms and documents before scanning & uploading.
- iii. Over writing should be avoided. Corrections if any should be made by neatly crossing out, initialling, dating and rewriting. Pages of the eligibility criteria document are numbered. Additional Sheets if any added by the Bidder should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- iv. References, information and certificate from the respective Clients certifying suitability, technical knowledge or capability of the bidder should be signed by an officer not below the rank of Executive Engineer or equivalent.
- v. The bidder may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete envisaged work. He is, however advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by the HITES/ Client.

2.3.6 Contents of Technical Package:

The technical package has to be submitted in two parts.

(A) Technical Package Part –I ; shall comprise the following :

- I. Tender processing fee of Rs. 10,000 (inclusive of GST). The tender fee is non-refundable.
- II. **Bid Security**
 - a. The Bidder shall submit EMD for an amount, as mentioned in Notice Inviting tender.

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- b. The Bid securities of unsuccessful Bidders shall be discharged/ returned in not later than 30 days after the expiration of the period of Bid Validity.
 - c. The Bid Security shall be forfeited if a bidder withdraws his bid during the period of bid validity or in the case of the successful bidder, if he fails to furnish the necessary performance security or enter into the Contract within the specified time limit.
 - d. The Bid Security Bank Guarantee of the successful bidder shall be returned after receipt of Performance Bank Guarantee as per Clause 1A of General Conditions of Contract (Volume-2).
- III. Form A: **Form of bid** along with Appendix to be typed on the letterhead and duly signed and stamped by authorized person.
 - IV. Form D: Format for Power of Attorney for signing of proposal. In case bid is signed by Managing Director/Partner/Proprietor himself, Power of Attorney is not required. It is mandatory to mention on letterhead that the bid is duly signed and stamped by Managing Director / Partner / Proprietor.
 - V. Indemnity/ Undertaking/ Affidavits as per requirements (Form-E, F, G)
 - VI. Form F: Original Affidavit as per format at Form 'F'
 - VII. Form "T-1" (Financial Information) – Annual Financial Statement for the last five years ending 2017-18
 - VIII. Form "T-2" (List of all works of similar nature successfully completed during the last seven years)
 - IX. Form "T-3" (List of Project under execution or award). Information in Form T-3 should be complete and no work should be left out.
 - X. Form "T-4" (Performance Report of Works)
 - XI. Form "T-5" (Structure and Organization)
 - XII. Form "T-7" (Details of Technical & Administrative personnel)
 - XIII. Copies of GST Registration or undertaking in this regard as per Clause 1.26.
 - XIV. Certificate of Registration for ESI, EPF and acknowledgement of up-to-date file return.
 - XV. The Integrity Pact & Agreement duly signed by the person authorized to sign the bid on behalf of the bidder. (As per Performa given in GCC).

"The Integrity pact annexed shall be part and parcel of this document, and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted alongwith the Technical Bids. All the bidders are bound to comply with the Integrity Pact clauses. Bids submitted without signing Integrity Pact will be ab initio rejected without assigning reason."
 - XVI. All pages of the entire Corrigendum/ addendum (if any)/ pre bid clarifications (if any) signed by the authorized person of the bidder(s).

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2.3.7 Contents of Financial Package

The financial package (**VOLUME III – FINANCIAL BID/ PRICE BID**) should be submitted **manually** only. Physical submission of financial bid will not be accepted and tender shall be rejected. The price quoted should include all costs associated with the Project including any out of pocket/ mobilization expenses, taxes & duties including GST, Building and other Construction Workers welfare Cess and any other applicable statutory taxes, levies as per GCC applicable till the last stipulated date for the receipt of tender including extensions if any. In case Government levies/modifies any tax subsequently, the same will be adjusted plus/minus as the case may be. In case Government levies/modifies any tax subsequently the same will be adjusted plus/minus as the case may be. The Bidder must ensure to fill up price against each item of Price bid. If any cell is left blank then value of that cell shall be treated as “0” (ZERO).

2.3.8 Language of Bid

The Bid and all related correspondence and documents relating to the Project shall be in English language.

2.3.9 Currency of Bid

Bid prices shall be quoted in Indian Rupees only. The amount mentioned elsewhere in the bid document will also deemed to be in Indian Rupees unless otherwise mentioned.

2.3.10 Extension of Bid Validity

Prior to the expiry of the original Bid Validity Period, HITES may, at its discretion, request Bidders to extend the Bid Validity Period for a specified additional period and also correspondingly extend the period of validity of Bid Security submitted in the form a Bank Guarantee.

2.3.11 Format and Signing of Bid

- a. Bid documents (technical package/ bid Part II and financial package/ bid) shall be digital signed by a person duly authorized to sign the Bid documents. The Bidder shall also submit a power of attorney authorizing the person signing the documents.
- b. Entries to be filled in by the Bidder shall be typed or written in indelible ink.
- c. The complete Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by Client, or as necessary to correct errors made by the Bidder. All amendments/corrections shall be initialed by the person or persons signing the Bid.
- d. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

2.3.12 Sealing and Marking of Bids

- a. The Bid shall be submitted along with documents and mode of submission mentioned above in this section and also mentioned in the Checklist at Annexure - I of this volume I.

Please note that the price should not be indicated in any of the documents enclosed in Technical package part I, Technical Package part II and III. Non-compliance shall entail rejection of the Bid.

- b. In the case of Item Rate Tenders, only rates quoted shall be considered. Any

tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in the tender in figures shall be accurately filled. The rate quoted by the bidder in figures shall be taken as correct. In event no rate has been quoted for any item (s), it will be presumed that the rate for such item(s) will be zero and work will be required to be executed accordingly.

However, if a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

Please note that the price should not be indicated in any of the documents enclosed in Envelope no. 1 & 2. Non-compliance shall entail rejection of the Bid.

Rate of item quoted under any section of Bill of Quantity is interchangeable and minimum rate quoted for the same item under any section will be taken for payment.

2.3.13 Modifications/ Substitution/ Withdrawal of Bids

- (a) No modification or substitution of the submitted Bid shall be allowed after last date of submission of bids.

2.3.14 Power of Attorney:

Bidders shall submit, along with Technical Package, a power of attorney, on a stamp paper of appropriate value, in favour of the person signing the Bid documents authorizing him to sign the Bid documents, make corrections/modifications thereto and interacting with HITES and act as the contact person. The format for the power of attorney shall be as per form E of Bid Document Volume-I. In case bids are signed by Managing Director/Partner/Proprietor himself, Power of Attorney is not required.

In the event of tender being submitted by a firm, it must be signed separately by each partner thereof or in the vent of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act 1932.

2.3.15 Bid Opening and Evaluation:

Bid Opening

- i. The Bids will be opened in the presence of Bidders or their authorized representatives who may choose to attend on date & time as mentioned in Notice Inviting tender. If such nominated date for opening of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date of opening of the Bid.
- ii. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened.
- iii. Bids which have not complied with one or more of the foregoing instructions may not be considered.
- iv. On opening of the Bid, it will be checked if they contain Technical & Financial Bids and Tender Processing Fees and EMD/ Bid Security paid, as detailed above.
- v. The Bidders name, the presence or absence of the requisite details as required or their authorized representative, may consider appropriate will be announced at

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the time of Bid opening.

- vi. Technical Package of the Bids will be opened first. These will be checked for completeness and confirmation of submission of the requisite EMD/Bid Security. If the documents do not meet the requirements of the Tender, a note will be recorded.
- vii. Technical evaluation shall be as per section IV, Evaluation Process.
- viii. Financial Package of all bidders whose bids are found responsive after Technical evaluation will be opened at a later date.

2.3.16 Determination of Responsiveness

- i. Prior to the detailed evaluation of Bids, Client will determine whether each Bid is responsive to the requirements of the tender.
- ii. For the purpose of this clause, a responsive Bid is one which:
 - a. is accompanied by the power(s) of attorney if required
 - b. contains all the information as requested in the Bid Document
 - c. contains information in formats same/similar as those specified in this Bid Document
 - d. mentions the validity period of the offer
 - e. is accompanied by the Bid Security/ EMD,
 - f. conforms to all the terms, conditions and specifications of Tender without material deviation or reservation. "Deviation" may include exceptions and exclusions. A material deviation or reservation is one which affects, in any substantial way, the scope, quality, performance or administration of the works to be undertaken by the Bidder under the Contract, or which limits in any substantial way, HITES's rights or the Bidder's obligations under the Contract as provided for in Bid and/or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price.
- iii. If a Bid is not substantially responsive to the requirements of Bid, it will be rejected by HITES. The decision of the HITES in this regard shall be final and binding. The financial Packages of non-responsive Bidders shall not be opened.

2.3.17 Evaluation of Bids

- i. HITES would examine and evaluate responsive Bids, as per the criteria set out in this document at Section IV Evaluation Process
- ii. HITES reserves the right to reject any Bid if:
 - a. At any time, a material misrepresentation is made or uncovered; **or**
 - b. The Bidder does not respond within the stipulated time to requests for supplemental information/ clarifications required for the evaluation of the Bid; **or**
 - c. It is found that the information provided is not true or incorrect or facts/ material for the evaluation have been suppressed.

2.3.18 Clarification of Bids

- i. Evaluation of technical Bids submitted by Bidders shall be undertaken based on details submitted therein only. Bidder shall not be allowed to submit on their

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own, additional information or material subsequent to the date of submission and such material/ information, if submitted, will be disregarded. It is therefore essential that all details are submitted by the Bidder comprehensively, accurately and specifically in their technical Bid, avoiding vague answers. However, Evaluation Committee, if it so desires, reserves the right to seek any clarification from the Bidders on the information provided in the technical package. The request for clarifications and the response shall be in writing. No change/ addition in the information or substance of the Bid shall be sought, offered or permitted.

- ii. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm correction of arithmetical errors observed by the Evaluation Committee during the evaluation of Bids.

2.3.19 Process to be Confidential

- i. Except the public opening of the Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.
- ii. Any effort by a Bidder to influence HITES's Evaluation Committee/ Client in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of Contract, shall result in the rejection of their Bid.

2.3.20 Award of Contract

i. Award Criteria

HITES will declare the Bidder ranked L1 as Successful Bidder and proceed to issue Letter of Acceptance (LOA) as per the procedure mentioned in the Bid Document and terms and conditions set out in this Bid document.

ii. Notification of Award

- a. Prior to the expiry of the period of Bid Validity, HITES will issue the Letter of Acceptance to the Successful Bidder, notifying him of being declared successful and the intent to sign the Contract Agreement with him. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall mention the sum which HITES, will recommend to pay to the Contractor in consideration of the completion and guarantee of the work to be performed by them, as prescribed therein (hereinafter and in the conditions of Contract called 'the Contract Price'). No correspondence will be entertained by HITES from the unsuccessful Bidders.
- b. The Letter of Acceptance shall constitute a part of the Contract.
- c. Upon submission of Performance Guarantee by the Successful Bidder, HITES will promptly notify the other Bidders and discharge/ return their Bid securities.

iii. Signing of Agreement

- a. HITES shall prepare the Contract Agreement in the Proforma (Form C) included in this document, duly incorporating all the terms of agreement between the two parties. Within 25 days from the date of issue of the Letter of Acceptance the Successful Bidder will be required to execute the Contract Agreement.
- b. Prior to the signing of the Contract Agreement, the Successful Bidder shall submit Performance Guarantee.

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- c. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board and Programme Chart (Time and Progress) in MS project and manpower deployment schedule within the period specified in schedule F.
- d. The Contract Agreement shall be duly signed by the HITES and the Contractor through their authorized signatories.
- e. In case the Successful Bidder does not sign the Contract Agreement, *HITES* reserves the right to cancel the selection process, forfeit any Bid Security and/or Performance Guarantee, as the case may be, submitted by the Successful Bidder and either re-Bid or proceed in any manner that it may deem fit.
- f. Contract agreement will be signed by the authorized signatories.

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SECTION-III
SCOPE OF WORK

A. DESIGN CONSIDERATIONS & REQUIREMENTS (CIVIL WORK)

1. Design and Construction of Compound Wall in AIIMS Campus of about 220 Acres of land for a total length of about 5550 Mtrs.
2. The entire compound wall activity consists of bush clearing, foundation work (including necessary excavation, backfilling, etc.), RCC Pillars, RCC Walls (with logo of client on outer side of all panels), etc. The foundation shall be either cast-in-situ or precast depending on the structural design based on the prevailing soil conditions. The superstructure wall works shall be constructed by adopting PRECAST Technology as per latest BIS norms and also following OM of MoHUA (CPWD), F No. 28012/7/2016-W-3 dt. 20.03.2018, regarding adoption of New & Emerging Technologies.
3. The Compound Wall (RCC portion) shall have overall height of 3.00 metres above corresponding ground level with Precast concrete wall upto 2.40 metres above corresponding ground level and with concertina wire coils and horizontal wires fixed to suitable MS 'Y' shaped brackets with suitable fixing arrangements for 0.60 metres above Precast RC Wall (Pl. refer indicative Architectural drawings)

B. The various components of the compound wall shall be designed as below

1.Foundation:-shall be a suitable and safe type of foundation as per the recommendation / analysis report of soil investigation in order to take the load of super structure safely. (pl. refer the Indicative Architectural drawings attached). The indicative soil investigation report is provided along with the tender documents. The tenderer shall get the detailed soil investigation done as per relevant IS code, latest NBC etc. as applicable through the soil consultant having professional experience of 15 years and must have carried out soil investigation successfully for at least two similar works & one set of test report shall be deposited with the Client. The client may verify the results submitted by the agency, if need be. The depth of foundation and Precast wall below ground level shall be designed to take the load of the super structure and its stability and shall be same as per the approved design and drawing for the entire length of compound wall with respect to the corresponding ground level and also matching with the site condition. All required bush clearing, excavation & backfilling and consolidation works should be included.

2. Superstructure for Compound wall:-Shall be with Precast RCC pillars and Precast RCC wall panels as per architectural drawings (pl. refer the Architectural drawings attached). Suitable arrangements for fixing street light poles and also provision for concealed wiring for street lights and cable wiring for CCTV cameras to be fixed at a later date should be provided on the entire length of the compound wall.

The general specification for the wall shall be “Boundary Wall should be 2.4 Mts above corresponding ground level at all locations and the panel sizes shall be minimum width of 3.0 Mtrs with a minimum thickness of 0.10mts. Column shall be suitably designed with slots of suitable sizes for fixing the precast walls. The Precast wall shall be of minimum M40 grade of concrete with proper graded aggregate, cement OPC 53 grade, admixtures confirming to IS 9103 and with Fe500s reinforcement & soffit surface shall have mould finish & ready to paint surface including reinforcement steel – minimum of 80 kg/Cum, including LOGO mould cost, provision for electrical conduit and CCTV conduit, including grouts, lifting hooks for erection.,etc”.

3.The Logo of Client shall be provided on outer side all the panels as per approved pattern (pl. refer indicative architectural drawings attached). Concertina wire coils and horizontal wires shall be fixed to suitable MS ‘Y’ shaped brackets with suitable fixing arrangements for 0.60 metres above Precast RC Wall.

The general specification for the concertina wire fence above the wall shall be :Providing and fixing Y-shaped angle of minimum size 50x50x5 over existing boundary wall grill of IUAC for fixing concertina wire coil and horizontal wires as placed four layer herewith including cutting, hoisting, welding in position and including applying approved steel primer with 3 coats of PU enamel paint of approved make and shade. Providing and fixing concertina coil fencing with punched tape concertina coil 450 mm dia, having 50 nos rounds per 6 metre length, spring core wire (2.5 mm thick) of high tensile strength of 165kg/sq. mm with tape (0.52mm thick) and fixing the same with existing Y-shaped angle iron placed 2m apart and with 6 horizontal R.B.T.(Reinforced Barbed Tape) wire, stud tied with G.I. staples and G.I. clips to retain horizontal, including necessary bolts , all complete.

4. The Compound wall to be designed and **built as per Green building norms and should be satisfying the norms for minimum “GRIHA 3 Star Rating”**. The design shall envisage appropriate measures to be adopted while design & execution of the works. .

B.I. The Design controls based upon design guidelines / criteria laid down in various BIS codes have been prepared and is given as under:

1. Foundation work shall be precast/cast in situ pile / RCC Isolated / Combined RCC footing or shall be a combination of cast-in-situ and Precast elements as per the approved design and drawing while the super structure (i.e) RCC pillars & RCC walls shall be completely in precast structure. Tenderer’s shall prepare his own Structural Designs. The tenderer should invariably refer the indicative architectural plans, elevations, sections and details enclosed along with tender with modifications if necessary with permission of Engineer in Charge.
2. All cast-in-situ concrete to be used at site shall be Design Mix concrete M40 with minimum cement content of 370 kg/cum and durability requirement would also be considered for adoption of proper design for Foundation work or as specified in Item.

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3. Minimum grade of cast-in-situ concrete shall be of M-40 grade for all RCC work as per latest version of IS:456
4. High yield strength deformed bars or equivalent TMT bars of grade Fe 500 D or Fe 550 D confirming to IS 1786 (Latest Version) shall only be used in all RCC work.
5. The permissible stresses for plain and reinforced concrete shall be in accordance with the requirements of Latest Version of IS:456-2000.
6. Components of RCC structure shall be designed for loads in accordance with IS 875 (Parts 1 to 5) and IS 1893 (Latest Version). (Part 1). In addition, loads that might be expected during the construction shall also be considered in the design.
7. Resistance to horizontal loading shall be provided by having moment resisting frames and/or shear walls.
8. Frame members i.e. Beams & columns to be designed for shear and moments as per the values obtained from model analysis. All other components of the building shall be designed with approved design programs. Design calculations shall be provided for all the components of the structure.
9. Basic load calculations shall be provided for all values of loads applied on all members in STAAD model / E-tabs model or any other approved design programs.
10. Water retaining structures shall be designed in accordance with relevant provision of IS: 3370 (Part-I to part-IV, Latest Version). In addition Earthquake forces as per IS 1893 shall (Latest Version) also be considered.

B.II. Design Considerations for precast construction:-

1. Design criteria of RCC structural units shall conform to the Design requirements of latest version of IS:456 and other relevant IS Codes.
2. Resistance to horizontal loading shall be provided by having appropriate moment and shear resisting joints or placing the shear walls. Where shear walls are provided, rotational stiffness of the floor wall joint is not to be considered.
3. Buttressing in the external walls shall be provided as external wall elements are not fully restrained on both sides by floor panels and that external wall panel connections are the weakest points in a precast panel structure.
4. In all load bearing elements, adequate restraint shall be provided at corners of the structure. These elements and the external ends of cross wall units should be stiffened either by introducing columns as connecting units or by joining them to non-structural wall units.
5. Bearing for Precast Units shall be as per clause 8.3 of IS 15916.
6. Slab panels shall be interconnected through joints at regular intervals to provide monolithic/ diaphragm action.

7. RCC decking/ topping reinforced screed shall be overlaid on precast panels for providing rigid diaphragm action, under seismic conditions.

8. Joints:-

8.1 Requirements of a structural joint:

- a. It shall be capable of being designed to transfer the imposed load and moments with a known margin of safety;
- b. It shall accept the loads without marked displacement or rotation and avoid high local stresses;
- c. It shall accommodate tolerances in elements;
- d. It shall enable the structure to absorb sufficient energy during earthquakes so as to avoid sudden failure of the structure.

8.2 Precast Components of the structure shall be designed for fire rating of two hours. Fire rating for joints of the components shall be higher or atleast equal to the fire rating of connecting members.

8.3 The appearance of precast components joint shall merge with architectural aesthetic appearance and shall not be physically prominent compared to other parts of structural components.

9. Precast structures may have continuous or hinged connections subject to providing sufficient rigidity to withstand horizontal loading. When only compressive forces are to be taken, hinged joints may be adopted. Incase of prefabricated concrete elements, load is transmitted via the concrete. When both compressive force and bending moment are to be taken, rigid or welded joints may be adopted. The shearing force is usually small in the column and can be taken up by the friction resistance of the joint. Here load transmissions is accomplished by steel inserted parts together with concrete.

10. When considering thermal shrinkage and heat effects, provision of Expansion joints as per IS 3414 shall be provided.

11. Factory visit and inspection of raw materials used shall be done by the Client / Executing agency or his authorized representative before commencement of works and a supervisory staff may be deputed by the executing agency or his authorised representative during the course of production in order to ensure and control the quality of work at the pre-cast manufacturing yard.

12. Load Testing:

A.Tests for Components / Structure:

a. Sampling Procedure: Lot for sampling shall be as per criteria laid down under clause 10.1.1 of IS-15916. The lot found satisfactory with respect to the dimensional requirements shall be tested for load test. The lot shall be considered as conforming to the strength requirement, if all the units meet the requirement; otherwise not.

b. Testing on Individual Components: Test load on the component, duration

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of applying the test load, maximum deflection, recovery after removal of the test load & test observations shall satisfy the requirements under clause 10.2 of IS 15916.

B. Test on completed structure:

Load testing on a completed structure or part of completed structure should be made, if there is a reasonable doubt of adequacy in strength of the structure. The testing procedure on the structure or part of completed structure as to the quantum of test load, duration of applying of the test load, maximum deflection, recovery after removal of the test load & other required test observations shall be as per clause 10.3.1 of IS 15916.

13. Precast constructions:-

a. 13.1 Precast construction is to be undertaken broadly as per relevant BIS / BS / ACI codes and standards (like IS:456, IS: 15916 etc)

b. Manufacturing: The precast concrete elements shall be manufactured at an established manufacturing facility in a factory with a quality controlled environment where a fully equipped quality laboratory is made available.

c. Submission of Designs & Drawings: Indicative architectural drawings are provided along with the tender. The tenderer shall prepare architectural drawings and structural drawings indicating the foundation design, typical framing layout, connection and typical precast element shop drawings for the manufacturing and construction. **All these details should be approved from IIT Madras/ Anna University, Chennai or any other government or reputed autonomous institutions. The vetting process shall be carried out by the Executing agency.**

d. Pre-tensioning Specifications: The pre-tensioning of the precast elements, if resorted to, shall be accordance with the applicable standards and the pre-tensioning details of each typical element shall be submitted in advance.

e. Specifications of the precast elements: The specifications for all the Precast concrete elements should not be lower than the following:

1. Grade of concrete: M40 min for precast & M50 min for pre-stressed.
2. Reinforcing steel: FE500D
3. Pre stressing steel : LRPS – FeP1860 –uncoated
4. Cement – OPC 53grade
5. Smooth finished surfaces for the precast elements

f. Product tolerances: All the pre-stressed precast concrete elements should be manufactured in conformation to the tolerance limits as per the accepted Standards (like PCI Manual).

g. Curing: The curing for precast/and pre-stressed concrete elements should be as per the applicable IS codes and supporting proof of curing records should be submitted.

h. Quality Assurance: The precast concrete elements should be tested in accordance with the IS or ASTM standards including the following tests:

1. Slump tests.
2. Compressive Strength test
3. Typical element load bearing test

i. Transportation of precast elements: Since the construction is planned with precast technology the precast concrete elements from the manufacturing location should not be removed and transported until they attain at least 75% of the required compressive strength of 28 day duration.

j. Cranes for Erection: Cranes with at least 1.5 times safety margin along with calibration certification only should be used for carrying out the erection of precast concrete elements at the site.

k. Erection of Precast elements: The erection of the pre-stressed precast elements should be done using experienced erection persons and as per the standard methodology and in safe manner in accordance with design sequence ensuring erection tolerances as per the accepted Standards (like PCI Manual).

l. Connections: The precast elements should be given wet connections or alternatively as per the design requirements. All the connection details and details of structural ties should be furnished in advance for review and approval.

m. Grouting / Fillings: The grouting/fillings should be done with Premixed, packaged shrink-resistant grout using materials of approved standards and technical specifications in accordance with accepted grouting practices.

n. Screeding: The floor constructed with solid / hollow core precast slabs should be covered with concrete screed of at least 50mm thickness using M30 concrete grade and reinforced steel. The design mix for the screed concreting should be submitted in advance as per the overall load specifications.

o. Joint Fillings: The joints of the constructed precast elements should be filled with backer rods and weather proof mastic sealants using standard materials and as per the approved methodology.

p. Mock-up of precast elements: If required, the contractor should demonstrate mock-up of precast elements and their erection in advance for observation and approval.

q. Methodology Statements: Methodology statements for manufacturing of precast elements, transportation, erection, connection, and screeding should be submitted in advance for approval. The methodology statements for safety

practices should also be submitted.

r. Testing of the Structure: After construction of the structure, the part of it should be loaded with 1.5 times the design load for deflections and other parameters.

14. Components of RCC structure shall be designed for loads in accordance with IS 875 (Parts 1 to 5) and IS1893-Part1 (latest version). In addition, loads that might be expected during the construction shall also be considered in the design.

15. Water retaining structures if any, shall be in cast-in-situ RCC only and shall be designed in accordance with relevant provision of IS:3370 (Part-I to part-IV, latest version). In addition Earth quake forces as per IS1893 shall (latest version) also be considered.

16. Seismic considerations:

The COMPOUND WALL shall be designed for the prevailing seismic zoning of the location and stipulations of relevant IS codes like IS:1893, IS:4326, IS:13920, etc. shall also be adhered to.

C. SCOPE OF WORK

i. The work shall be executed on Turnkey (Design & Build) basis involving getting soil testing, structural design & drawings, all services design & drawings, integrated services drawings, preparing detailed estimates for technical sanction, adopting & documenting all process necessary for proof checking of structural and services design & drawings, constructions & commissioning of COMPOUND WALL & services and obtaining completion certificate in accordance with layout plan, architectural, structural and services drawings.

ii. The layout plan and architectural drawings shall be approved by the client. Based upon the indicative architectural drawings, the working drawings, structural design, services design, integrated services design and drawings shall be prepared by the tenderer.

iii. The indicative architectural drawings for the Design & Construction of compound wall for proposed AIIMS at Thoppur, Madurai for about 220 acres of land with **PRECAST TECHNOLOGY** are provided along with the tender documents. The design and working drawings shall be prepared on the basis of these indicative drawings. Following are included in the scope of work of the contractor which is **only indicative and not exhaustive**.

1. To prepare complete **architectural working drawings, structural design, drawings** for foundation, superstructure and for other related structures of the construction of proposed AIIMS at Thoppur, Madurai for about 220 acres of land **with PRECAST TECHNOLOGY** as per provision contained in IS / relevant codes under prevailing seismic zone of that locality.

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2. The foundation shall be provided with Precast / Cast in situ pile/ Isolated / Combined RCC footings (as per design requirements) while the entire super structure of COMPOUNDWALL shall be with precast constructions. The structural design of foundation, sub structure, & Super structure of the COMPOUNDWALL shall be done by the contractor. After proof checking, the approved drawings along with the design calculations shall be submitted in four sets by the tenderer.

3. The structural drawings shall be vetted by IIT Madras/ Anna University, Chennai or any other government or reputed autonomous institutions (approved by Engineer-in-charge). The vetting process shall be carried out by the Executing agency. If any modification in design / drawing is needed as per site conditions, or subsequent to proof checking, the contractor shall do / redo the design without any extra cost. The decision of the Engineer-in-charge in this regard shall be final and binding. No claim whatsoever on this account will be entertained on this count.

4. Planning, designing & preparing drawing for electrical conduit and CCTV conduit, including provision for fixing street light poles, grouts, lifting hooks for erection, testing, etc., complete as approved by the client.

5. The successful agency shall get the scheme approved from the local bodies wherever required before start of the work and if required after completion of the work also. However if modification is required in any of the architectural drawing after approval by any of the local bodies, the revised approval shall be obtained by the executing agency.

6. The tenderer shall get the detailed soil investigation done as per relevant IS code, NBC 2015 etc. as applicable through the soil consultant having professional experience of 15 years and must have carried out soil investigation successfully for atleast two similar works & one set of test report shall be deposited with the department. The department may verify the results submitted by the agency, if need be.

7. Tenderer may satisfy himself / themselves by conducting **pre-soil tests** if he / they so requires. However an indicative soil investigation report is uploaded for general guide lines of the Bidders, although this will not have any bearing on the quoted rates by the bidders. Tenderer will be required to conduct detailed soil investigation including detection of harmful chemicals for housing pocket separately **at their own cost** for carrying out structural design, through soil consultants for advising the type of cement to be used in foundation to take care from the harmful effect of the chemicals encountered in the soil in contact with foundation.

8. Construction includes construction and finishing of the entire work in the scope of the estimate complete as well as related structure as per specifications provided & making it habitable and ready for use & occupation.

9. **Any Statutory fees** towards obtaining statutory clearances if any to be paid to the local bodies or any other agency related to construction of compound wall shall be borne by the Executing agency. The cost of restoration of any services damaged

by the tenderer during execution shall be borne by the tenderer.

10. Taking all **precautionary measures** to safeguard against any accident for the contractors' employees, general public, supervisory staff of HITES by providing necessary safety equipments e.g. MS sheet barricading etc. and personnel's protection equipments e.g. helmets, safety shoes etc. at work site.

11. The site has to be kept clean of all debris, rubbish and dirt & surplus / waste material all the time. It also includes protection against existing services against any damages laid by other agency for all services etc. executed by the agency to the entire satisfaction of the Engineer-in-charge during the construction period. **Cleaning and de-silting** will also be done by the agency before handing over the completed structure to HITES. All machines, equipments and labour for this purpose will be arranged by the contractor.

12. All labour employed by the tenderer/firm/agency/contractor shall be got registered with Tamil Nadu Construction Labour Welfare Board, ESIC and EPF, etc. as applicable,

13. **Maintenance / defect liability period** would be uniformly one(1) year from the date of handing over the COMPOUNDWALL / structure complete in all respects & fit for occupation. During this period, the defects noticed in the work carried out by the contractor shall be removed at his cost. In case he fails to do so after intimation to him in writing by the Engineer-in-charge, the same shall be carried out at his risk and cost. However, maintenance of other structure activities such as cleaning, sweeping of pocket & de-silting of sewer lines, S.W.Drain shall be done only once, at the time prior to handing over the structure.

14. The **final plinth level** / Ground Level above COMPOUNDWALL to be constructed will be decided soon after actual start of work at site. Changes, if any, in the plinth height / Ground Level above COMPOUNDWALL to be constructed would not affect the agreed rate and no claim on this account shall be entertained.

15. The above scope of work includes cost of all materials, manpower, equipments, T&P, fixtures, accessories, royalties, taxes, watch & ward and all other essential elements for completion and maintenance of works as aforesaid whatsoever and no additional cost shall be considered under any circumstances. Any changes, modifications, revisions etc. required to be done by the executing agency, Client, Local bodies, Proof checking consultants etc. in accordance with applicable standards will have to be done at contractor's cost and nothing extra shall be payable on these counts.

16. Out of 8 **months** as **stipulated period**, the time limit for Planning, designing, vetting and obtaining all necessary approvals shall be maximum 2 months. The remaining period i.e. 6 months will be for completion of entire work fit for handing over.

17. The tenderer shall submit the schedule containing the item, rates (i.e. DSR reference, if available) and quantities of items, detailed measurements & specifications (four sets) within two months from the date of start of the work.

18. The tenderer shall be responsible for executing all items required for completing the **Design & Construction** of the above compound wall for proposed AIIMS at Thoppur, Madurai on about 220 Acres of Land **with PRECAST TECHNOLOGY** in all respects as per direction of Engineer-in-charge.

SECTION IV
EVALUATION PROCESS

4.1 Evaluation Process:

The Bids will be evaluated in the following stages:

- i. Stage 1- Preliminary & Technical Evaluation
- ii. Stage 2- Financial Evaluation.

4.2 Stage 1- Preliminary & Technical Evaluation

- i. In Preliminary Stage, Tender Fee/ Processing Fee & EMD will be checked. Tender Fee / Processing Fee and EMD will be checked for veracity of Amount and Form as required by tender terms and conditions. If Tender Fee / Processing Fee and/or EMD submitted by any bidder is not as per tender terms and conditions, his bid will be rejected and will not be considered for further stages of evaluation.

ii. Technical Evaluation

a. Technical Bid – Eligibility Criteria

Bidders qualifying in Stage 1 will be considered for further evaluation and the Technical Bids shall be evaluated as per eligibility criteria detailed in Clause 1.4 and bidder’s eligibility for the work shall be determined. If bidder is not meeting with the minimum eligibility criteria as detailed in Clause 1.4.1, his bid will be rejected and will not be considered for further stages of evaluation.

HITES, however, reserve the rights to restrict the list of such qualified bidders to any number deemed suitable by it.

- i. The financial Bid of only those Bidders who are technically qualified shall be opened.
- ii. The financial Bids of Bidders whose technical Bids are found unacceptable shall be not be opened.
- iii. HITES shall notify all the technically qualified Bidders of their technical qualification indicating the date, time and venue for opening of financial Bids.

4.3 Stage II - Financial Evaluation

- i. Evaluation Committee shall open the financial Bid of the technically qualified Bidders in the presence of the Bidders/their authorized representative, who choose to attend, at the scheduled date and time.
- ii. On opening the financial Bids, the Evaluation Committee shall read out the financial Bid to all the Bidders and record the same.
- iii. The Evaluation Committee shall correct arithmetic errors, if any and sign the same. If any discrepancy is found between the amount in figures and the amount in words, the amount in words shall prevail.
- iv. If a tenderer quotes nil rates against item, the tender shall be treated as invalid and will not be considered as lowest tenderer.

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- v. All the financial Bids shall then be ranked according to the financial Bid in increasing order with the Bidder quoting the least amount ranked L1, Bidder quoting next higher figure as L2 and so on.
- vi. L1 will be declared as Successful Bidder and his offer will be processed further.
- vii. (a) The financial bid of all eligible bidders as decided by HITES shall be opened and the decision of HITES will be final and binding.
(b) The date and time of opening of financial bids shall be decided by HITES which will be intimated at an appropriate time.

4.4 Letter of Acceptance:

The Successful Bidder would be notified in writing by HITES by issuing the Letter of Acceptance (LOA) in favour of the Bidder.

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FORM OF BID

Name of the Work: **Design & Construction of New Boundary wall for Proposed AIIMS Madurai at Thoppur with Precast Technology**

From

..... (Bidder)

To

**Chief Engineer (Design)
HLL Infra Tech Services Limited
Golden Jubilee Block
Poojappura P.O
Thiruvananthapuram- 695 012**

Sir,

Sub : Submission of Proposal

Having visited the Site, ascertained the Site conditions and examined the General Conditions of Contract as well as Specific Conditions of Contract, Notice Inviting Bids, Instructions to Bidders etc. and addenda for the above project, we the undersigned, are pleased to submit our technical and financial Bid along with relevant documents.

1. We acknowledge that the Appendix forms an integral part of the Bid.
2. While preparing this Bid, we have gathered our own information and conducted our own inquiry/survey to our satisfaction and we did not rely solely on the information provided in the Bid Documents. We shall not hold HITES responsible on any account in this regard.
3. We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
4. We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
5. I/We authorize Chief Engineer (Design), HLL Infra Tech Services Limited to approach individuals, employers, firms and corporation to verify our competence, work experience, and general reputation.
6. We undertake, if our Bid is accepted, to commence the works within the stipulated time and to complete the whole of the works comprised in the Contract within the stipulated time calculated from the start date.
7. If our Bid is accepted, we will furnish a bank guarantee as Performance Guarantee for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with as given in the General Conditions of the Contract.
8. We are aware that in the event of delay in execution of the Project, beyond the agreed timelines due to reasons attributable to us, liquidated damages shall be recovered from us.

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9. Our Bid is valid for your acceptance for a period of (120) ONE HUNDRED AND TWENTY DAYS from the last date of submission of the Bid as per the Bid Documents or any extension thereto.
10. We agree to the General Conditions of Contract and Specific Conditions of Contract and the terms and conditions mentioned in the Bid Documents.
11. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the Bid price does not include any such amount. We acknowledge the right of HITES, if it finds anything to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
12. We understand that you are not bound to accept the lowest or any Bid you may receive.
13. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.
14. We enclose;
 - a. All documents as per the checklist

- Note :
- i. The Appendix forms part of the Bid
 - ii. Bidders are required to fill up all the blank spaces in this form of Bid and Appendix.

Dated this.....day of.....**2019**

Signature

Name..... in the capacity of

duly authorized to sign Bids for and on behalf of.....

Address

Witness – Signature

Name

Address

Certificate

It is certified that the information given by us towards meeting the requirement of the eligibility to bid are correct. It is also certified that I/We shall be liable to be debarred, disqualified/ cancellation of enlistment in case any information furnished by me/us is found to be incorrect.

Date Seal of bidder

Signature of bidder

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APPENDIX TO THE FORM OF BID

i.	(a) Amount of Performance Guarantee to be deposited by financially successful bidder	As per Clause 1 of GCC
	(b) Amount of Security Deposit	As per Clause 1 A of GCC
ii	Date for commencement of work	Date of letter of acceptance or date of handing over of site whichever is later.
iii	Time for completion	6 months
iv.	Amount of compensation in case of extension of completion date due to delays by the Contractor	As per Clause 2 of GCC
v.	Defects Liability Period from the date of issue of "final completion certificate"	1 year
vi.	(a) Period of validity of Performance Guarantee	60 days beyond the completion period as per GCC
	(b) Period of validity of Security Deposit	Till the end of Defects Liability period

Signature

(Authorized Signatory)

Date

Place

Name

Address

FINANCIAL INFORMATION

1. **Financial Analysis**-Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five years duly as submitted by the applicant to the Income tax Department (Copies to be attached) and duly certified by the Chartered Accountant mentioning the membership number issued by ICAI along with the full address.

i) Gross Annual Turnover on similar works for last three years ending 31.03.2018

Financial Year	Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet
2015-16	Rs.
2016-17	Rs.
2017-18	Rs.
Average Annual Turnover over the past three years	Rs.

ii) Profit / Loss for last Five years ending 31.03.2018

Financial Information in Rs. Equivalent	For year	For year	For year	For year	For year
1. Total Assets					
2. Current Assets					
3. Total Liabilities					
4. Current Liabilities					
5. Profit before Tax					
6. Profit after Tax					
7. Net Worth					

Signature of Chartered Accountant with Seal

Signature of Applicant.

DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED
DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH PREVIOUS TO THE
ONE IN WHICH THE BIDS ARE INVITED

Sl. No	Name of Work/ Project & location	Owner of sponsoring Organization	Cost of Work In Lakh)	Date of Commencement As per contract	Stipulated Date of completion	Actual date of completion	Litigation/ Arbitration Pending/ in Progress with details*	Name & address/ Telephone No. of officer to whom reference may be made	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

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

Copy of work Orders and Completion Certificates of the above works should also be submitted.

Signature of Applicant

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PROJECT UNDER EXECUTION OR AWARDED

Sl. No	Name of Work/ Project & location	Owner of sponsoring Organization	Cost of Work	Date of Commencement As per contract	Stipulated Date of completion	Uptodate Percentage Progress of work	Slow Progress, If any, & reasons thereof	Name & address/ Telephone No. of officer to whom reference may be made	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

Certified that above lists of works is complete and no work has been left out and that the information given is correct to my knowledge and belief.

Signature of Applicant

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PERFORMANCE REPORT OF WORKS
REFERRED TO IN FORM "T-2" TO "T-3"

01.	Name of Contractor	
02.	Name of work / Project & Location	
03.	Agreement No.	
	Estimated Cost	
04.	Awarded Value of work	
05.	Cost on completion of work	
06.	Date of Start	
	Date of completion :	
07	i) Stipulated date of completion	
	ii) Actual date of completion	
08	Components of work	
09.	Whether case of levy of compensation for delay has been decided or not	Yes/ no
10.	If decided, amount of compensation levied for delayed completion, if any	
11.	Performance Report :	
	a) Quality of work	Excellent/Very Good / Good/ Poor
	b) Financial soundness	Excellent/Very Good / Good / Poor
	c) Technical Proficiency	Excellent/Very Good / Good / Poor
	d) Resourcefulness	Excellent/Very Good / Good / Poor
	e) General behavior	Excellent/Very Good / Good / Poor

Dated : _____

Executive Engineer or Equivalent

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STRUCTURE & ORGANIZATION

01.	Name & Address of the applicant	
02.	Telephone No. / Email id.	
03.	GST no.	
04.	Legal status of the applicant (attach copies of original document defining the legal status)	
	a) An Individual	
	b) A proprietary firm	
	c) A firm in partnership	
	d) A limited company or Corporation	
05.	Particulars of registration with various Government bodies (<i>attach attested photocopy</i>)	
	<u>Organization / Place of Registration :</u>	
	1.	
	2.	
	3.	
06.	Names and Titles of Directors & Officers with designation to be concerned with this work	
07.	Designation of individuals authorized to act for the organization.	
08.	Was the applicant ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and reasons of suspension of work.	
09.	Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.	
10.	Has the applicant or any constituent partner in case of partnership firm, ever been debarred/	

	black-listed for Biding in any organization at any time? If so, give details.	
11.	Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a Court of Law? If so, give details.	
12.	In which field of construction Services the applicant has specialization and interest?	
13.	Any other information considered necessary but not included above.	

Signature of Applicant

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

Sl. No	Designation	Total Number	Number Available For this Work	Name	Qualification	Professional experience and details of work carried out	How these would be involved in this work	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Signature of Applicant

FORMAT FOR EMD/ BID SECURITY BANK GUARANTEE

(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

To

**CHIEF ENGINEER (DESIGN)
HLL INFRA TECH SERVICES LIMITED
GOLDEN JUBILEE BLOCK
POOJAPPURA PO, THIRUVANANTHAPURAM- 695 012**

WHEREAS, Bidder..... (Name of Bidder) (herein after called "the Bidder") has submitted his bid dated (date) for Design & Construction of New Boundary wall for Proposed AIIMS Madurai at Thoppur with Precast Technology (Name of work) (herein after called "the bidder")

KNOW ALL PEOPLE by these presents that we (Name of bank) having our registered office at (herein after called "the Bank") are bound unto **CHIEF ENGINEER (DESIGN), HLL Infra Tech Services Limited (HITES), Thiruvananthapuram-695 012** in the sum of Rs. (Rs. in words) for which payment well and truly to be made to the said **CHIEF ENGINEER (DESIGN)**, the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank thisday of 2019 THE CONDITIONS of this obligation are:

- 1) If after bid opening of bid; the Bidder withdraws, his bid during the period of validity of bid (including extended validity of bid) specified in the Form of Bid;
- 2) If the Bidder having been notified of the acceptance of his bid by HITES.
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidder, if required;or
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of bid document and Instructions to Bidder,

We undertake to pay to the unto **CHIEF ENGINEER (DESIGN), HLL Infra Tech Services Limited (HITES), Thiruvananthapuram-695 012** either up to the above amount or part thereof upon receipt of his first written demand, without the **CHIEF ENGINEER (DESIGN)** having to substantiates his demand, provided that in his demand **the CHIEF ENGINEER (DESIGN)** will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date (*) after the deadline for submission of bid as such deadline is stated in the Instructions to Bidder or as it may be extended by the **AVP (IDD) & Head (RO-T)**, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE
WITNESS
(SIGNATURE, NAME AND ADDRESS)

SIGNATURE OF THE BANK
SEAL

(*) Date to be worked out on the basis of validity period of 6 months from the last date of uploading the bid.

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FORM OF PERFORMANCE BANK GUARANTEE

(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

To,

**Chief Engineer (Design)
HLL INFRA TECH SERVICES LIMITED
GOLDEN JUBILEE BLOCK
POOJAPPURA PO,
THIRUVANANTHAPURAM- 695 012**

Dear Sir,

In consideration of the HLL Infra Tech Services Limited for Design & Construction of New Boundary wall for Proposed AIIMS Madurai at Thoppur with Precast Technology which expression shall include his successor and assignees, (herein after called HITES) having awarded to----- having its Registered Office at -----
----- (hereinafter referred to as "the said Contractor (s)", which expression shall include his successor and assignees) for the work of Design & Construction of New Boundary wall for Proposed AIIMS Madurai at Thoppur with Precast Technology a Contract No. -----in terms interalia, of the and the General Conditions of Contract and upon the condition of the Contractor's furnishing Security for the performance of the Contractor's obligations and discharge of the Contractor's liability under and in connection with the said Contract up to a sum of Rs.-----
-----Rupees -----) amounting to 5% percent of the total Contract value.

1. We, _____ (hereinafter called 'The Bank' which expression shall include its successors and assignees) hereby jointly and severally undertake to guarantee the payment to the HITES in rupees forthwith on demand in writing and without protest or demur or any and all moneys payable by the Contractor to the HITES in respect of or in connection with the said Contract inclusive of all the HITES's losses and damages and costs, (inclusive between attorney and HITES) charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by the HITES to the Bank with reference to this guarantee upto an aggregate limit of Rs. _____ (Rupees _____ only).
2. We _____ Bank Ltd. further agree that the HITES shall be sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the HITES on account thereof and the decision of the HITES that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by the HITES from time to time shall be final and binding on us.
3. The HITES shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other Security in respect of the Contractor's obligations and liabilities hereunder or to vary the Contract or the work to be done there

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under vis-a-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total Contract value or to release or to forbear from enforcement of all or any of the Security and/or any other Security(ies) now or hereafter held by The HITES and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to the HITES hereunder or prejudice the rights of the Employer against the bank.

4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all monies payable to the HITES in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anyway affected or suspended by reason of any dispute or disputes having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the HITES in terms hereof.
6. The amount stated in any notice of demand addressed by the HITES to the Bank as liable to be paid to the HITES by the Contractor or as suffered or incurred by the HITES on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to the HITES or suffered or incurred by the HITES as the case may be and shall be payable by the Bank to The Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the HITES and liabilities of the Contractor arising upto and until midnight of _____.
8. **This guarantee is valid till _____(date to be mentioned) (Sixty days beyond the stipulated date of completion or the extended period, thereof)**
9. This guarantee shall be in addition to any other guarantee or Security whatsoever that the HITES may now or at any time anyway may have in relation to the Contractor's obligations/or liabilities under and/or in connection with the said Contract, and the HITES shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which the HITES may have or obtain and no forbearance on the part of the HITES in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its full liability hereunder.
10. It shall not be necessary for the HITES to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any Security which The HITES may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealised.
11. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of the HITES in writing and agree that any change in the constitution of the said Contractor or the said bank shall not discharge our liability hereunder.
12. We _____ the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.
13. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. _____ (Rupees _____) and this guarantee shall remain in force till _____ and unless a claim is made on us within 3 months

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from that date, that is before _____ all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities there under.

Notwithstanding anything contained herein above:

- (a) Our liability under this Bank Guarantee shall not exceed Rs. -----
(Rupees -----)
- (b) This Bank Guarantee shall be valid up to -----
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ---
-----at (bank address) otherwise, all your rights under this guarantee shall be forfeited and bank shall be relieved and discharged from all the liabilities there under irrespective of whether or not the original bank guarantee returned to us or not

Dated _____ day of _____ 2019

For and on behalf of Bank.

Issued under seal :

FORM OF AGREEMENT

(On a stamp paper of value Rs. 200/-)

This agreement is made at on the ---- day of ----- 2019 between (HITES) which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns of the **First Part.**

Second Part

M/s ----- a Company incorporated under the Companies Act 1956 having Head Office at -----, (hereinafter called the “Contractor” which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part.**

Whereas Client is desirous that certain works should be executed, for hereinafter called the “The Project” and has accepted a Tender submitted by the contractor for the execution and completion of such works as well as guarantee of such works and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSTH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this agreement Viz.

Volume - I (NIT & Instructions to Bidders)

Volume - II (GCC)

Volume - III (Financial bid and Bill of Quantities)

Volume - IV (Tender Drawings)

All the correspondence till award of contract i.e. addendum, LOA etc.

Technical and Financial bids submitted by bidder.

3. In consideration of the payment to be made by HITES to the Contractor as hereinafter mentioned, the Contractor hereby covenants with HITES to executed and complete the Project by ----- and remedy and defects therein in conformity in all respects with the provisions of the Contract.
4. Whereas HITES has accepted bid/ negotiated Bid for the above mentioned work for an amount of Rs. _____ (Rupees _____ Only). The above bid/ negotiated bid amount is inclusive of all prevailing taxes including Goods and Services Tax, Building and other Construction Workers welfare Cess and any other applicable statutory taxes, levies as per terms & conditions of Bid document.
5. *HITES* hereby covenants to pay the Contractor in consideration of the execution and completion of the Project and the remedying of defects therein, the total Contract Price of Rs. ----- only) being the sum stated in the letter of Acceptance (LOA) subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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6. OBLIGATION OF THE CONTRACTOR

The Contractor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same.

IN WITNESS OF WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Contractor SIGNED, SEALED AND DELIVERED	For and on behalf of the HITES SIGNED, SEALED AND DELIVERED
Signature of the authorized official	Signature of the authorized official
Name of the Contractor Stamp / Seal of the Contractor	Name of the official Stamp / Seal
in the presence of: Witness _____ Name _____ Address _____	Witness _____ Name _____ Address _____

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL FOR AUTHORIZED SIGNATORY

Know all men by these presents, we (Name of the Tenderer and address of their registered office) do hereby constitute, appoint and authorize Mr / Ms.....(name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Project and submission of all documents and providing information / responses to _____, representing us in all matters before _____, and generally dealing with _____ in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

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Correction.....
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AFFIDAVIT

(On a Rs 100/- non judicial stamp paper duly notarized)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that our firm M/s _____ have neither abandoned any contract awarded to us nor such works have been rescinded, during the last five years prior to the date of this application.
3. The undersigned also hereby confirmed M/s _____ have not been blacklisted/debarred/penalised by any government agency or public sector undertaking or judicial authority/arbitration body.
4. The undersigned hereby authorize (s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the HITES.
6. The undersigned hereby confirmed that if the work is awarded to us, the work will be executed with utmost quality and in case of any rectification suggested by Client/HITES at any stage of work due to poor quality, the same will be re executed by us at free of cost.
7. The undersigned hereby confirmed that 'The work if awarded to us will be directly executed by us and subcontractors will be employed only for specialized works after getting the concurrence of HITES'.

Signed by an Authorised Officer of the Firm

UNDERTAKING

We do hereby indemnify HITES/Client, against all penal action that may be levied/effectuated by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority.

Signed by an Authorised Officer of the Firm

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FORMAT OF BANK GUARANTEE FOR MOBILISATION ADVANCE

BANK GUARANTEE NO:

ISSUE DATE:

To

Engineer in charge

M/S. HLL Infra Tech Services Ltd. (HITES)

Dear Sir,

Mobilization Advance Guarantee No.

Amount of Guarantee Rs. _____

Guarantee cover from:

Last Date of Lodgment for Claim: _____

In consideration of the M/S. HLL Infra Tech Services Ltd (HITES) (hereinafter called "HITES") which expression shall unless repugnant to be subject or context include its successors and permitted assigns) having agreed under the terms and conditions of HITES LOA No. _____ for Design & Construction of New Boundary wall for Proposed AIIMS Madurai at Thoppur with Precast Technology Entered into between HLL Infra tech Services Ltd and _____ having its Registered Office at _____, (herein after called "the said contractor") to make mobilization advance lump-sum advance to the tune of Rs. _____ (Rupees _____) subject to submission of the Bank Guarantee for equal amount from any Schedule B.

We _____, and having its registered office at _____ & a branch office inter alia at _____ (Hereinafter called as Bank) Do hereby undertake and agree to pay to the HITES to the extent of Rs. _____ (Rupees _____) on demand stating that the amount claimed by the HITES is due and payable by the contractor for the reasons of non-refund and non- recovery of the amount with simple interest at the rate of 10% p .a. thereon and to unconditionally pay the amount claimed by the HITES under this guarantee on such demand without any demur to the extent aforesaid.

We, _____, agree that HITES shall be the sole judge as to whether the said contractor has failed/neglect in performing any of the terms and conditions of the said contract and the decision the HITES in this behalf shall be final and binding on us, in terms hereof.

We _____ further agree that the guarantee herein contained shall remain in full force and effect up to _____ and any claim received after the said date shall in no case bind the bank.

HITES shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnify from time to time vary any of the terms and condition of the said contract or to extend the time of performance by the said contractor or to postpone any time and from time to time any of the powers exercisable by it against to the said contractor and either to enforce or to forbear from enforcing any of the terms and conditions governing the said contract or securities available to HITES and the said Bank shall not be released from its liability under these presents.

Addition
Deletion.....
Correction.....
Over Writing.....

Notwithstanding anything contained herein the liability of the said Bank under this guarantee is restricted to Rs. _____/- (Rupees _____ only) and this Guarantee shall come into force from the date hereof and shall remain in full force and effect till _____ unless the written demand or claim under this guarantee is made by HITES with us on or before _____ all rights of HITES under this guarantee shall cease to have any effect and we shall be relieved and discharged from our liabilities hereunder.

We _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of HITES in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder.

NOTWITHSTANDING anything contained hereinabove:

1. Our liability under the Bank Guarantee shall not exceed Rs. _____ (Rupees _____)
2. This Bank Guarantee shall be valid up _____

We are liable to pay the Guarantee amount or any part thereof under this guarantee only and if you serve upon a written claim or demand at _____ on or before _____.

Annexure -1 Checklist

CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID

TECHNICAL PACKAGE - Part I

S.No.	Name of Document	Mode of submission	Page No.
1.	Non-refundable fee of Rs.10000/- only as tender processing fee	Manual	
2.	Bid Security/EMD		
3.	Form of bid and Appendix (Form A) for the bid		
4.	Power of Attorney (Form D) in favour of the person signing the Bid		
5.	Affidavit by Bidder (Form F) duly notarized on non-judicial of appropriate value stamp paper		
6.	Affidavit/ Indemnity / Undertaking (Form G)		
7.	Form “ Form “T-1” (Financial Information)		
8.	Form “T-2” (Details of works)		
9.	Form “T-3” (Project under execution of award)		
10.	Form “T-4” (Performance Report of Works)		
11.	Form “T-5” (Structure and Organization)		
12.	Form “T-6” (Details of Technical & Administrative personnel)		
13.	Copies of GST Registration as per clause 1.26/ ESI/EPF registration		
14.	Integrity Pact and Agreement duly signed by the authorized signatory on behalf of the bidder (as per Performa given in GCC Vol-II)		
15.	All pages of the entire Corrigendum/ addendum (if any)/ pre bid clarifications (if any) signed by the authorised person of the bidder/bidder.		
16.	Any other document as specified in the tender document		

FINANCIAL PACKAGE COMPRISING OF:

S. No	Name of Document	Mode of submission	Page No.
1.	Signed bid / Price Bid (Bill of Quantities – Volume-V)	Manual	

**END OF VOLUME - I
(LAST PAGE)**

Addition
Deletion.....
Correction.....
Over Writing.....