HLL INFRA TECH SERVICES LIMITED (HITES)

(Subsidiary of HLL Lifecare Limited
A Government of India Enterprise)

TENDER

FOR

SHIFTING OF UNINTERRUPTED POWER SUPPLY (UPS) SYSTEM AND 34 NOS OF 100AH BATTERIES FROM CT SCAN ROOM TO CENTRALIZED UPS ROOM WITH ELECTRIFICATION, TESTING AND COMMISSIONING AT REGIONAL CANCER CENTRE (RCC), JIPMER, PUDUCHERRY.

Volume- I

NOTICE INVITING TENDER & INSTRUCTIONS TO BIDDERS

Tender Notice No.: HITES/FM/JIPMER/ELE/2021-22/002 Dated: 10.05.2021

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NOTICE INVITING TENDER

HITES/FM/JIPMER/ELE/2021-22/002 10.05.2021

For & on behalf of JIPMER, Puducherry; Deputy Vice President (FMD), Trivandrum, invites Item Rate Bids from eligible Bidders/firms for the following works:

Name and Description of work	Estimated cost (Rs.)	Completion period of Work	Tender document fee (Rs.)	Last date to submit the tender	Bid Security amount (Rs.)
Shifting of Uninterrupted Power Supply (UPS) system and 34 Nos of 100AH Batteries from CT Scan Room to Centralized UPS Room with Electrification, Testing and Commissioning at Regional Cancer Centre (RCC), JIPMER, and Puducherry.	6,30,320/- (including GST)	45 days	590/- (including GST)	22.05.2021	12,610/-

- For more details please visit the websites www.hllhites.com, CPP portal and JIPMER website.
- Amendments/ addendum if any will only be published in these website.

Deputy Vice President (FMD)
HLL INFRATECH SERVICES LIMITED

DISCLAIMER

This document has been prepared by **M/s HLL Infra Tech Services Ltd. (HITES)** for and on behalf of **Jawaharlal Institute of Post Graduate Medical Education & Research (JIPMER), Dhanwantari Nagar, Puducherry – 605 006.** The information is provided to prospective Bidders, who are interested to Bid for the **Shifting of Uninterrupted Power Supply (UPS) system and 34 Nos of 100AH Batteries from CT Scan Room to Centralized UPS Room with Electrification, Testing and Commissioning at Regional Cancer Centre (RCC), JIPMER, and Puducherry.** 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 believe it to be complete and accurate, neither any of their authorities or 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.

INFORMATION & INSTRUCTIONS FOR THE BIDDERS

Definitions

1. **"Application"** shall mean the response submitted by interested parties.
2. **"BID/Tender"** shall mean documents downloaded from www.hllhites.com, CPP portal and JIPMER 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 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 Project Management Consultant for the project.
13. **"Letter of Award"** shall mean the letter issued by the Client 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. **"Processing Fee"** shall mean the amount to be paid by the Tenderers in consideration of cost of bid document.
16. **"Project"** shall mean **Shifting of Uninterrupted Power Supply (UPS) system and 34 Nos of 100AH Batteries from CT Scan Room to Centralized UPS Room with Electrification, Testing and Commissioning at Regional Cancer Centre (RCC), JIPMER, and Puducherry..**
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. **"Employer/Principal Employer"** means **"JIPMER".** And **JIPMER** means "**Jawaharlal Institute of Post Graduate Medical Education & Research (JIPMER), Dhanvantari Nagar, Puducherry – 605 006".**
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 TENDER

HLL Infra Tech Services Ltd (HITES) invites item rate tender from contractors for the work of Shifting of Uninterrupted Power Supply (UPS) system and 34 Nos of 100AH Batteries from CT Scan Room to Centralized UPS Room with Electrification, Testing and Commissioning at Regional Cancer Centre (RCC), JIPMER, and Puducherry..

Sl. No	Description	Details
1	Tender no.	HITES/FM/JIPMER/ELE/2021-22/002 Dated 10.05.2021
2	Name of work	Shifting of Uninterrupted Power Supply (UPS) system and 34 Nos of 100AH Batteries from CT Scan Room to Centralized UPS Room with
3	Estimated cost	Rs. 6,30,320/-
4	Earnest Money deposit	Rs. 12,610/-
5	E-Tender Processing Fee (Non-refundable) - online	Rs. 590/-(inclusive of GST)
6	Issue of Tender documents	Documents shall be available online at www.hllhites.com, CPP tender portal and www.jipmer.edu.in
8	Pre bid meeting /submission of queries	The bidders having queries/clarification regarding the tender can submit their queries at tender portal or email at anilar@hllhites.com on or before 19.05.2021 at 5.00 pm. The reply will be published in e tender portal.
9	Last Date & time of Submission of Bids online (Bid due date)	22.05.2021 at 15.00 Hrs
10	Date & time of opening of Technical Bids thru e-tender portal	22.05.2021 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	45 days

1.1. Agreement shall be drawn with the successful tenderer and all the volumes of the tender document shall form part of the contract.

1.2. The time allowed for carrying out the work will be 120 days from the date of Letter of Acceptance or from the first day of handing over the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

1.3. The site for the work is available.

1.4. Tender documents can be downloaded from www.hllhites.com, CPP portal and JIPMER website.

1.5. EMD shall be submitted by the bidder in the form of DD/ Banker's cheque in favour of HLL Infra Tech Services Ltd. (HITES) payable at Trivandrum from any Scheduled bank.

1.6. Micro, Small & Medium Enterprises (MSME) registered with any government bodies specified by Ministry of Micro, Small & Medium Enterprises (M/o MSME) with valid certificate duly issued by GOI are exempted for submitting the tender fee and earnest money deposit (EMD). It will be applicable for those bidders who shall produce their own goods or provide their own services, and not applicable for trading purpose.

1.7. The scope of the work is **Shifting of Uninterrupted Power Supply (UPS) system and 34 Nos of 100AH Batteries from CT Scan Room to Centralized UPS Room with Electrification, Testing and Commissioning at Regional Cancer Centre (RCC), JIPMER, and Puducherry..**

1.8. 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 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 tenderer shall be deemed to have full knowledge of the site whether he inspects or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his 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 implies that the tenderer 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, local conditions and other factors having a bearing on the execution of the work.

1.9. 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 assigning 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 tenderer, shall be summarily rejected.

1.10. 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 for rejection.

1.11. HITES reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.

1.12. The firm or contractor shall not be permitted to tender for work in case his near relative(s) (directly recruited or on deputation in HITES) is/are posted in any capacity either nonexecutive or executive employee. The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any executive employee/ gazetted officer in HITES or in the Ministry of Health and Family Welfare.

1.13. No Engineer of Gazetted rank or other Gazetted Officer employed in engineering or administrative duties in an Engineering Department of the Government of India/State Government or PSE's is allowed to work as a contractor for a period of two years after his retirement from Govt. service, without previous permission of the Govt. of India or HITES 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 Govt. of India/State Government or PSE's as aforesaid before submission of the tender or engagement in the contractor's service.

1.14. The tender for the work shall remain open for acceptance for a period of **120 days** from the date of opening of financial bid. If any tenderer withdraws his tender before the said period or issue of Letter of Acceptance/Intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the HITES, then the HITES shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.

1.15. This Notice Inviting Tender shall form a part of the Contract Document. In accordance with clause 1 of the contract, the Letter of Acceptance shall be issued in favour of the successful Tenderer/Contractor. The contract shall be deemed to have come into effect on issue of communication of acceptance of the tender. On such communication of acceptance, the successful Tenderer/Contractor shall, within 25 days from such date, formally sign the agreement consisting of: -

1.15.1. The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, forming part of the tender, and, as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

1.15.2. Agreement signed on non-judicial stamp paper as per Proforma annexed to the tender document.

Deputy Vice President (FMD)

HLL INFRATECH SERVICES LIMITED

SECTION II

INFORMATION & INSTRUCTIONS FOR APPLICANTS

2.1 General:

HLL Infra Tech Services Ltd (HITES) invites Item Rate tenders from eligible contractors through tendering as per eligibility criteria laid down, for the work of **Shifting of Uninterrupted Power Supply (UPS) system and 34 Nos of 100AH Batteries from CT Scan Room to Centralized UPS Room with Electrification, Testing and Commissioning at Regional Cancer Centre (RCC), JIPMER, and Puducherry.** The NIT and tender documents are available @ www.hllhites.com **, CPP portal and JIPMER website.**

2.2 Eligibility Criteria:

The Tenderer should meet the following minimum eligibility criteria:

Bidders who fulfill 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 up to 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

   Two similar works each costing not less than amount equal to 60% estimated cost put to tender

   Or

   One similar work costing not less than amount equal to 80% estimated cost put to tender

   "**Similar Works**" shall mean Supply, Installation, Testing and Commissioning of Electrical system. Own works/ work under the same management/ own certification of the bidder shall not be considered for pre-qualification.

c. **Turnover**: Average annual financial turnover should be equal 50% of the estimated cost put to tender during the immediate last three consecutive financial year ending 31st March, 2020. The turnover

should be of the Bidding Company and not for Group Company or subsidiary company etc.

d. **Profit / loss**: The Company should not have incurred any loss (profit after tax should be positive) in more than Two years in last Five years ending FY 2019-20. This should be duly certified by the Chartered Account.

e. Direct/ indirect Joint Ventures (JV)/ Consortium of any kind are not permitted.

f. Those who had done work/doing work in HITES/HLL shall produce completion/progress certificate from the Engineer in charge not below the rank of Project manager. The bidder shall be considered for further evaluation only if the performance of the bidder for the work is rated as 'good or above'. This is mandatory. The bidders who have initiated litigation against HITES shall be considered only after the litigation is completed.

2.3 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:

2.3.1 Made misleading or false representations in the forms, statements and attachments submitted; or

2.3.2 The Contractor has been blacklisted by any government agency even after bids have been opened; or

2.3.3 Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.

2.4 <u>BID Documents</u> :

2.4.1 **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 HITES for the purpose.

2.4.2 **Amendment to BID Document**

i. At any time prior to the deadline for the submission of Bids, Client, 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 amendments in the form of the addendum/corrigendum will be made available at www.hllhites.com, CPP portal and JIPMER website not later than 7 days to the original are 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 www.hllhites.com, CPP

portal and JIPMER website to ensure that they are aware of 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 Client may, at its discretion, extend the deadline for the submission of Bids.

iv. The above information will only be placed www.hllhites.com, CPP portal and JIPMER website and it will be the responsibility of the bidders to read.

2.4.3 **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 Client, including availability of electricity, water and drainage.

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

c) Documents Comprising the Bid

Bidder shall submit their Bids to the address mentioned in clause 2.4.11 of NIB in two packages namely the Technical Package and the Financial Package. The contents of the technical and financial package are as mentioned hereinafter i.e. Clause 2.4.4 & 2.4.5.

d) Alternative Proposal by bidders:

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

2.4.4 **Contents of Technical Package:**

The technical package, clearly labeled as "**TECHNICAL PACKAGE**", consists of the following.

(A) Technical Package; **Shall be submitted in ORIGINAL in envelope no. 1 within the last date and time mentioned in Section I of NIT and shall comprise the following :**

I. Original Non-refundable Demand Draft of Rs. 590/- (Rs. 500 + 18% GST) as Tender Fee payable at HLL Infra Tech Services Limited, Thiruvananthapuram.

II. Bid Security, in original,

a. The Bidder shall enclose EMD for an amount, as mentioned in Notice Inviting Bids.

b. The EMD will be in the form of demand draft or FDR or PAY ORDER or Banker's cheque or Bank Guarantee issued in favour of "HLL Infra Tech Services Ltd" payable at Thiruvananthapuram having validity for six months or more from the last date of receipt of tenders or any extension thereof. The Bank guarantees should be irrevocable and operative for a period of six months or more from the last date of receipt of tenders or any extension thereof.

c. MSME certificate accepted with similar work category.

d. The Bid securities of unsuccessful Bidders shall be discharged/ returned by HITES in not later than 30 days after the expiration of the period of Bid Validity.

e. 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.

III. Form A- Form of bid and Appendix, duly signed, sealed and filled.

IV. Original affidavit (as per format at Form K)

V. Indemnity/ undertaking as per requirement of tender (Form M)

VI. Power of attorney (Form E) in favour of the person signing the Bid

VII. Form "T-1" (Financial Information) – Annual Financial Statement for the last Three year certified by Chartered Accountant

VIII. Form "T-2" (List of all works of similar nature successfully completed during the last seven years)

IX. Form "T-4" (Performance Report of Works)

X. Copies of GST Registration and PAN

XI. Certificate of Registration for ESI, EPF and acknowledgement of up-to-date file return (required only for the successful bidder).

XII. Integrity Pact and Agreement duly signed by the person authorized to sign the bid on behalf of the bidder (as per Performa give in GCC, Vol-II of tender document).

2.4.5 **Contents of Financial Package**

The financial package **(VOLUME IV - BILL OF QUANITITY/ PRICE BID)** should be submitted as sealed quotations only. These prices should include all costs associated with the Project including any out of pocket/ mobilization expenses, taxes & duties including GST, cess, charges, levies as per GCC applicable till the date of NIT. 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).

2.4.6 **Language of Bid**

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

2.4.7 **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.

2.4.8 **Extension of Bid Validity**

Prior to the expiry of the original Bid Validity Period, Client 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.

2.4.9 **Format and Signing of Bid**

a. Bid documents (technical package/ bid Part II and financial

package/ bid) shall be 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.

2.4.10 **Sealing and Marking of Bids**

a. The Technical and Financial package of the bids shall be sealed in two separate envelopes, super scribed as PART-I Technical bid and PART-II Financial Bid respectively. The two covers shall be sealed in a single large envelope and submitted on or before the last date and time for submission of the application. The envelopes shall be titled "**Shifting of Uninterrupted Power Supply (UPS) system and 34 Nos of 100AH Batteries from CT Scan Room to Centralized UPS Room with Electrification, Testing and Commissioning at Regional Cancer Centre (RCC), JIPMER, and Puducherry.."** (Mention quoted schedule description specifically) and clearly marked in English with name of the Applicant. Please note that the price should not be indicated in any of the documents enclosed in Technical package.

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 item rate tender in figures shall be accurately filled. In e-tendering, the intending bidder can quote his rates in figures only. The rates in words, amount of each item and total is generated automatically. Therefore, 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 contractor has included the cost of this/these items(s) in other items and rate for such item(s) will be considered as 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.

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.

2.4.11 **Submission of Bids**

i. Bids should be submitted to:

DEPUTY VICE PRESIDENT (FMD)
M/s. HLL Infra Tech Services Ltd (HITES)
Facility Management Division
JIPMER campus, Dhanvantri Nagar,
Puducherry - 605 006
Ph: 0413-2297494

ii. The last date for submission of completed Bids is given in Notice Inviting Bids. The Client may, at their discretion, extend this date, in which case all rights and obligations of the Client and the Bidder shall thereafter be subjected to the new deadline as extended. If such nominated date for submission of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date for submission of Bid.

iii. Required documents which are required to be submitted in original as per mode defined in Checklist at Annexure I at page 22 of volume I, shall be submitted by hand or through registered post or speed post at the address mentioned above. Client shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of said documents in time.

iv. Required documents sent telegraphically or through other means of transmission (E-mail etc.), which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.

v. Modifications/ Substitution/ Withdrawal of Bids

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

vi. Bid Due Date: Bids should be received at the above address on or before the stipulated/ extended time and date as specified in Notice Inviting Bids.

a. Client may, in exceptional circumstances, and at its sole discretion, extend the Bid due date by issuing an addendum.

vii. Late Bids: Bids received after the stipulated/ extended time and date as specified in Notice Inviting Bids will not be entertained and will be returned unopened to the Bidder.

2.4.12 **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 Client 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.

2.4.13 **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 Bids. 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. Technical Package of the Bids containing required forms will only be opened. They will be checked for completeness and confirmation of required documents.

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 the time of Bid opening.

vi. Financial Package of all bidders whose bids are found responsive after Technical evaluation will be opened at a later date.

2.4.14 **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 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, Client'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 Client. The decision of the Client in this regard shall be final and binding. The financial Packages of non-responsive Bidders shall not be opened.

2.4.15 **Evaluation of Bids**

i. Client would examine and evaluate responsive Bids, as per the criteria set out in this document at Section IV Evaluation Process

ii. Client 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.

2.4.16 **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 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, or by tele-fax. No change/ addition in the information or substance of the Bid shall be sought, offered or permitted.

ii. To assist in the examination, evaluation and comparison of the financial Bid, Evaluation Committee may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing or by tele-fax. 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.

2.4.17 **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 Client's Evaluation Committee/ HITES 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.

2.4.18 **Award of Contract**

i. Award Criteria

Client will declare the Bidder ranked L1 as Successful Bidder and proceed to issue Letter of Award (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, Client will issue the Letter of Award 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 Award') shall mention the sum which Client, will 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/ Client from the unsuccessful Bidders.

b. The Letter of Award shall constitute a part of the Contract.

c. Upon submission of Performance Guarantee by the Successful Bidder, Client will promptly notify the other Bidders and discharge/ return their Bid securities.

iii. Signing of Agreement

a. Client shall prepare the Contract Agreement in the Proforma (Form D) 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 Award 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.

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) and manpower deployment schedule within the period specified in schedule F.

d. The Contract Agreement shall be duly signed by the Executing Agency and the Contractor through their authorized signatories.

e. In case the Successful Bidder does not sign the Contract Agreement, *Client* 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 of client and contractor.

SECTION-III
SCOPE OF WORK

Bids are now invited for following scope of works:

1. Electrification work for shifting the UPS with complete power supply are rerouted with new copper conductor armored power cable of 4 core 16Sqmm & 35 Sqmm
2. Providing and Fixing of MCCB's with 100A,30KA breaking capacity & 125A,200A
3. Providing and Fixing of Metal Enclosure for the above MCCB's fixing work with neutral link provision
4. Providing and fixing of 4.00 mm dia copper wire for earth looping along with cable connection
5. Shifting of 60KVA UPS from CT scan to Centralized UPS room

SECTION IV

EVALUATION PROCESS

Evaluation Process:

The Bids will be evaluated in the following stages:

i. Stage 1- Technical Evaluation

ii. Stage 2- Financial Evaluation.

Stage 1 - Technical Evaluation

i. The technical Bids shall be evaluated as per criteria mentioned in Clause 2.2 in respect of experience of similar class of works completed, financial turnover etc. will first be scrutinized and bidder's eligibility for the work shall be determined.

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. Client shall notify all the technically qualified Bidders of their technical qualification indicating the date, time and venue for opening of financial Bids.

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 date and time intimated to them.

ii. On opening the financial Bids, the Evaluation Committee shall read out the financial Bid to all the Bidders and note 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 each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

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 Client shall be opened and the decision of Client will be final and binding.

(b)The date and time of opening of financial bids shall be decided by Client which will be intimated at an appropriate time.

Annexure -1

CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID

TECHNICAL PACKAGE - Part I (In Original in Envelop no. 1)

Sl. No.	Name of Document	Yes/No/NA
1.	Bid Security (Form B) in separate sealed envelope, if MSME enclose the certificate	
2.	Form of bid and Appendix (Form A) for the bid	
3	Power of attorney (Form E) in favour of the person signing the Bid	
4.	Affidavit by Bidder (Form K) on a duly notarized non judicial Rs.100/- stamp paper	
5	Undertaking as per requirement (as per form M)	
6	Form " Form "T-1" (Financial Information)	
7	Form "T-2" (List of all works of similar nature successfully completed during the last seven years)	
8	Form "T-3" (Project under execution of award)	
9	Form "T-4" (Performance Report of Works)	
10	Form "T-5" (Structure and Organization)	
11	Copies of GST Registration and PAN	
12	Details of Company Registration, License to work, ESI and EPF	
13	Integrity Pact and Agreement duly signed by the authorized signatory on behalf of the bidder	

FINANCIAL PACKAGE COMPRISING OF:

S.No	Name of Document	Mode of submission	Page No.
1.	Price Bid (Bill of Quantities – Volume-IV)	**In Original in Envelop no. 2**	

Form A - Form of Bid and Appendix

FORM OF BID

Name of the Work: **Shifting of Uninterrupted Power Supply (UPS) system and 34 Nos of 100AH Batteries from CT Scan Room to Centralized UPS Room with Electrification, Testing and Commissioning at Regional Cancer Centre (RCC), JIPMER, and Puducherry.**

To

Deputy Vice President (FM)
M/s HLL Infra Tech Services Ltd (HITES)
Trivandrum.

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 Client responsible on any account in this regard.
3. 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
4. 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.
5. 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.
6. 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.
7. We agree to the General Conditions of Contract and Specific Conditions of Contract and the terms and conditions mentioned in the Bid Documents.

8. 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.
9. We understand that you are not bound to accept the lowest or any Bid you may receive.
10. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.
11. 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…….**2021**

Signature ……

Name……..…… in the capacity of ……

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

Address … …….

……..…….....

…….

……

Form - A Appendix

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 award or date of handing over of site whichever is later.
Iii	Time for completion	90 Days
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 "Taking-over certificate"	12 months from the date of issue of final completion certificate by Client.
vi.	(a) Period of validity of Performance Guarantee	As per of GCC
	(b) Period of validity of Security Deposit	As per of GCC

Signature

(Authorized Signatory)

Date …….……

Name……..

Place ……..…….

Address…….

Form B

FORMAT FOR EMD/ BID SECURITY BANK GUARANTEE

(To cover payment of Bid Security and Conditions of Contract)
(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

To

Deputy Vice President (FM)
M/s HLL Infra Tech Services Ltd (HITES)
Trivandrum.

Dear Sir,

In consideration of your agreeing to accept Bank Guarantee for Rs. …… (Rupees …….. ……..……only) in lieu of payment from M/s ……..... having its /their registered office at…… hereinafter called the Bidder) towards Bid Security in respect of your Tender no….. ..... calling for Tender for **Supplying and commissioning of Portable security cabins for various buildings at JIPMER, Puducherry** and for due fulfilment of the terms and conditions of the said Tender, we hereby undertake and agree to indemnify and keep you indemnified to the extent of Rs. ……. (Rupees ……..… only). In the event of any loss or damages, costs, charges or expenses caused to or suffered by you by reason of any breach or non-observance on the part of the Bidder of any terms and conditions of the said Tender, we shall on demand and without cavil or argument, and without reference to the Bidder, irrevocably and unconditionally pay you in full satisfaction of your demand the amounts claimed by you, provided that our liability under this guarantee shall not at any time exceed Rs. ……..…/- (Rupees …… …… …… ……. only). This guarantee herein contained shall remain in full force and till you finalise the Tender and select the Tender as per your choice and it shall in the event of the said Bidder being selected and entrusted with the said work, continue to be enforceable till the said Bidder executes the Agreement with you and commences the work as stipulated under the terms and conditions of the said Tender have been fully and properly carried out by the said Bidder and accordingly discharges the guarantee.

We also agree that your decision as to whether the Bidder has committed any breach or non-observance of the terms and conditions of the said Tender shall be final and binding on us.

We undertake to pay the HITES any money so demanded by the HITES notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings pending before any Court or Tribunal relating thereto, our liability under this present being absolute and equivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such a payment.

This guarantee shall continue to be in full force and effect till _____ **(date to be mentioned 180 days from the date of submission of Bid)**. Notwithstanding the above limitations, we shall honour and discharge the claims preferred by you within thirty days of expiry of this guarantee.

We shall not revoke this guarantee during its currency except with your previous consent in writing. This guarantee shall not be affected by any change in Constitution of our bank or of the Bidder firm. Your neglect or forbearance in the enforcement of the payment of any money, the payment whereof is intended to be hereby secured or the giving of time for the payment hereto shall in no way relieve us our liability under this guarantee.

Dated this ..... day of .....

Yours faithfully,

For and on behalf of

The…….Bank.

Signature of authorized bank official

Name: ……..

Designation: ……...…

Stamp/Seal of the Bank: …….……..

For and on behalf of

The…….Bank.

Signature of authorized bank official

Name: ……..

Designation: ……...…

Stamp/Seal of the Bank: …….……..

Form-C

FORMAT OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE

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

To,

Deputy Vice President (FM)
M/s HLL Infra Tech Services Ltd (HITES)
Trivandrum.

Dear Sir,

In consideration of the ……., having offered to except the terms and conditions of the proposed agreement between Client, which expression shall include his successor and assignees) & …… M/s __ __ __ __ __ __ __ __ __ __ __ __ _ __ __ (hereinafter referred to as "the said Contractor (s)", which expression shall include his successor and assignees) for the work **Shifting of Uninterrupted Power Supply (UPS) system and 34 Nos of 100AH Batteries from CT Scan Room to Centralized UPS Room with Electrification, Testing and Commissioning at Regional Cancer Centre (RCC), JIPMER, and Puducherry.**Contract No _ __ _ __ _ __ _ __ _in terms inter alia, of the _ _ _ _ _ _ Letter No._ __ _ __ ___ __ _ __ dated_ _ _ _ _ _ _ __ __ 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 upto a sum of Rs. _____ __ __ ___ ____ ___ __ (Rupees ___ ___ __ ____ ___ __ __ _ __ __ __ ___ only) amounting to _____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 Employer in rupees forthwith on demand in writing and without protest or demur or any and all moneys payable by the Contractor to the Employer in respect of or in connection with the said Contract inclusive of all the Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by the Employer to the Bank with reference to this guarantee upto an aggregate limit of Rs._____(Rupees _____ only).

2. We_____ Bank Ltd. further agree that the Employer 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 Employer on account thereof and the decision of the Employer 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 Employer from time to time shall be final and binding on us.

3. The Employer 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 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 Employer 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 Employer 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 Employer 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 anywise 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 Employer in terms hereof.

a) The amount stated in any notice of demand addressed by the Employer to the Bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by the Employer 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 Employer or suffered or incurred by the Employer as the case may be and shall be payable by the Bank to The Employer in terms hereof.

b) This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the Contractor arising upto and until midnight of_____.

c) **This guarantee is valid till _____(date to be mentioned Sixty days beyond the stipulated date of completion or the extended period, thereof)**

d) This guarantee shall be in addition to any other guarantee or Security whatsoever that the Employer may now or at any time anywise may have in relation to the Contractor's obligations/or liabilities under and/or in connection with the said Contract, and the Employer shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which the Employer may have or obtain and no

forbearance on the part of the Employer 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 Employer 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 Employer 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 Employer 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 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.

Dated_____ day of_____2021

For and on behalf of Bank.

Issued under seal :

For and on behalf of Bank.

Issued under seal :

Form D

FORM OF AGREEMENT

This agreement is made at **……..** on the ---- day of --------- 2021 between …… (Client) (hereinafter called "Client" 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 WITHNESSTH 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)

   - Notice Inviting Bids
   - Scope of work
   - Evaluation Process

   Volume- II (GCC)

   - General Conditions of Contract

   Volume- III (SCC)

   - Special Conditions of Contract

   Volume- IV (TS)

   - Technical Specification

   Volume - V (Financial bid and Bill of Quantities)

   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 Client to the Contractor as hereinafter mentioned, the Contractor hereby covenants with Client to

executed and complete the Project by ---------- and remedy and defects therein in conformity in all respects with the provisions of the Contract.

4. *Client* 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 Award (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.

5. 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 WITHNESS 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	For and on behalf of the Client
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
SIGNED, SEALED AND DELIVERED By the said	By the Said
on behalf of the Contractor:	on behalf of the Client
in the presence of: Witness_____ Name _____ Address_____	Witness_____ Name _____ Address_____

Form E

Format for Power of Attorney for authorized signatory
(To be submitted on non-judicial stamp paper of Rs. 100/- duly notarized)

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

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.

Signed by an Authorized Signatory of the Firm

In letterhead

FORM M

Form M: Undertaking

I/We do hereby indemnify that I / we have read the entire terms and conditions of the tender documents (including all documents like NIT, GCC, SCC, TS, annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein JIPMER and HITES, against any penal action that may be levied/effected by any concerned authority for default in / non-compliance of any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the Bidder and will bear the legal charges payable, and will pay the legal charges/dues directly to the concerned authority.

Signed by an Authorized Signatory of the Firm

Form K

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 herby certifies the 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 herby 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, form 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 Client.

Signed by an Authorized Signatory of the Firm

FORM 'T-1'

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 construction works** for last three years ending 31.03.2020

Financial Year	Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet
2017-18	Rs.
2018-19	Rs.
2019-20	Rs.
Average Annual Turnover over the past three years	Rs.

   ii) **Profit / Loss** for last Five years ending 31.03.2020

Financial Information in Rs. Equivalent	2019-20	2018-19	2017-18	2016-17	2016-15
1. Total Assets					
2. Current Assets					
3. Total Liabilities					
4. Current Liabilities					
5. Profit before Tax					
6. Profit after Tax					
7. Net Worth					

Financial arrangements for carrying out the proposed work.

Solvency certificate from Bankers of the bidder in the prescribed Form "T-1B" (required for successful bidder)

Signature of Chartered Accountant with Seal

Signature of Applicant.

FORM 'T-1 B'

SOLVENCY CERTIFICATE

This is to certify that to the best of our knowledge and information that M/s./Shri …… having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs. …….(Rupees……).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)

For the Bank

NOTE (1) Bankers certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.

(2) Incase of partnership firm, certificate should include names of all partners as recorded with the bank.

FORM - 'T - 2'

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 Start of work 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

FORM 'T - 3'

PROJECT UNDER EXECUTION OR AWARDED

Sl. No	Name of Work/ Project & location	Owner of sponsoring Organization	Cost of Work	Date of Start of work As per contract	Stipulated Date of completion	Up to date % 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

FORM 'T - 4'

PERFORMANCE REPORT OF WORKS

REFERRED TO IN FORM "T-2" TO "T-3"

01.	Name of work / Project & Location	
02.	Agreement No.	
03.	Bidded Cost	
04.	Executed Cost	
05.	Date of Start	
06.	**Date of completion :**	
	i) Stipulated date of completion	
	ii) Actual date of completion	
07.	Amount of compensation levied for delayed completion, if any	
08.	Amount of reduced rate items, if any	
09.	**Performance Report :**	
	a) Quality of work	Very Good / Good / Fair / Poor
	b) Financial soundness	Very Good / Good / Fair / Poor
	c) Technical Proficiency	Very Good / Good / Fair / Poor
	d) Resourcefulness	Very Good / Good / Fair / Poor
	e) General behavior	Very Good / Good / Fair / Poor

Dated : _____

Executive Engineer or Equivalent

- Copy of work order/notification for award of work is a mandatory document, which establishes that the bidder has been awarded a work.
- Submission of adequate proof of completion is mandatory requirement, which establishes the work under references has been completed, handed over to the client.
- In case the mandatory documents are not submitted, such work will not be considered in evaluation for meeting the technical/eligibility criteria.
- The work order and the completion certificate must be on the **client's letterhead duly signed, dated and stamped with seal of the executive head of the institution/organization.**
- HITES shall have the right for physical verification of the completed works mentioned in Form "T-3" for authentication of details furnished. In case any of the details furnished in Form "T-3" is found to be inaccurate, misleading, false; tender is liable to be rejected.

Form 'T – 5'

STRUCTURE & ORGANIZATION

01.	Name & Address of the applicant	
02.	Telephone No. / Telex / Fax No.	
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 (*attach attested photocopy*)	
	Organization / Place of Registration	
	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

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on _____day of the month of _____

Between

HLL Infra Tech Services Ltd. [HITES], a wholly owned subsidiary company of M/s. HLL Lifecare Ltd. a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called "HITES", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

And

M/s._____ , with office at_____represented by Shri_____, Chief Executive Officer (hereinafter called the "BIDDER/Seller"/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Preamble

[Both HITES and BIDDER referred above are jointly referred to as the Parties]

HITES intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender/Work Order /Purchase Order No…….HITES desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

1. Enable HITES to obtain the desired materials/ stores/furniture/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and

2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HITES will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Clause.1. Commitments of HITES

1.1 HITES undertakes that HITES and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 HITES will, during the tender process / pre-contract stage, treat all BIDDERs with equity and reason, and will provide to all BIDDERs the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs in relation to tendering process or during the contract execution.

1.3 All the officials of HITES regarding this Integrity Pact will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach shall not be permitted.

1.4 HITES will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.

1.5 If the BIDDER reports to HITES with full and verifiable facts any misconduct on the part of HITES's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HITES, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HITES. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HITES the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERs/ CONTRACTORs

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES, connected directly or

indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with HITES for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with HITES.

2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).

2.4 The Bidder (s) will not pass to any third party any confidential information entrusted to it, unless duly authorized by HITES.

2.5 The Bidder (s) will promote and observe ethical practices within its Organization and its affiliates.

2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.7 The Bidder (s) will not make any false or misleading allegations against HITES or its Associates.

2.8 BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.9 The BIDDER further confirms and declares to HITES that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HITES or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HITES or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HITES, or alternatively, if any relative of an officer of HITES has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013

2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HITES.

2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HITES as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/ Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

2.19 The Bidder(s) shall not approach the courts while representing the matters to IEM and the Bidder(s) will await their decision in the matter.

Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts

3.1 The BIDDER declares that no previous contravention occurred in the

last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, t HITES is entitled to disqualify the BIDDER from the tender process.

Clause.4. Equal treatment of all Bidders/ Contractors / Subcontractors

4.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.

4.2 HITES will enter into agreements with identical conditions as this one with all Bidders and Contractors.

4.3 HITES will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Clause.5. Consequences of Violation / Breach

a. Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HITES to take all or any one of the following action, wherever required:-

b. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

c. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HITES by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

d. In case of violation of the Integrity Pact after award of the contract, HITES will be entitled to terminate the contract. HITES shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.

e. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

f. To recover all sums already paid by HITES, and in case of an Indian

BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HITES in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.

g. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HITES, along with interest.

h. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HITES resulting from such cancellation/recession and HITES shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

i. To debar the BIDDER from participating in future bidding processes of HITES for a minimum period of five (5) years, which may be further extended at the discretion of HITES or until Independent External Monitors is satisfied that the Bidder (s) will not commit any future violation.

j. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

k. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HITES with the BIDDER, the same shall not be opened.

l. Forfeiture of performance guarantee in case of a decision by HITES to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

5.1 HITES will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.2 The decision of HITES to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6.Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HITES, if the contract has already been concluded.

Clause .7. Deleted

Clause.8. Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If HITES obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if HITES has substantive suspicion in this regard, HITES will inform the same to the Chief Vigilance Officer, HITES

Clause.9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, HITES or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Clause.10. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Delhi/ NCR Jurisdiction.

Clause.11. Other legal Actions

The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Clause.12. Validity and Duration of the Agreement

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HITES and the BIDDER /Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director/ CEO of HITES.

Clause. 13. Other provisions

13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.
13.1 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

13.1 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

IN WITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

HLL Infra Tech Services Ltd.	Bidder
_____	_____
Witness	Witness
1…….	1…….
2…….....	2……..

* Provisions of these clauses would be amended /deleted in line with the policy of the HITES in regard to involvement of Indian agents of foreign suppliers.

END OF VOLUME – I
(LAST PAGE)