

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

TENDER
FOR
SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF
HT SUBSTATION INCLUDING CIVIL WORKS AT PAYYANUR
CAMPUS OF KANNUR UNIVERSITY

Volume- I
NOTICE INVITING TENDER

Tender No. HITES/IDS/19/10 dated 20.08.2019



Golden Jubilee Block, HLL Bhavan,
Poojappura P.O
Thiruvananthapuram
PH: 0471 - 2775500

HLL INFRA TECH SERVICES LTD. (HITES)

PRESS NOTICE

Tender No. HITES/IDS/19/10

Dated 20.08.2019

HLL Infra Tech Services Ltd (HITES) on behalf of Kannur University invites on line Item Rate 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 e-tender	Bid Security amount
Supply, Installation, Testing and Commissioning of HT Substation including Civil Works at Payyanur Campus of Kannur University	Rs. 77,82,855/-	10 months	05.09.2019 at 3.00 pm	Rs. 155657/-

For submission & other tender details, please refer detailed NIT on www.hllhites.com, *Central Public Procurement Portal* and e-tender portal www.etenders.kerala.gov.in.

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, *Central Public Procurement Portal* and e-tender portal www.etenders.kerala.gov.in 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 E-TENDER

HLL Infra Tech Services Ltd (HITES) on behalf of Kannur University invites on line Item Rate bids from eligible contractors/firms for the following work.

Name and Description of work	Estimated cost	Completion period of Work	Last date to submit the e-tender	Bid Security amount (Rs.)
Supply, Installation, Testing and Commissioning of HT Substation including Civil Works at Payyanur Campus of Kannur University	Rs. 77,82,855/-	10 months	05.09.2019 at 3.00 pm	Rs. 155657/-

* For MSME registered bidders, the proof of registration in the line of work and monetary limit shall be attached. The tender documents will be free of cost for them and such bidders will be exempted from EMD.

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. Information and Instructions for bidders posted on website shall form of bid document.
3. 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.
4. 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.
5. 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.
6. 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.
7. TENDER FEE (NON-REFUNDABLE): The tender document(s), may be downloaded free of cost from the e-Government Procurement (e-GP) website (www.etenders.kerala.gov.in). However the bid submission fee, as mentioned in the NIT, is required to be submitted along with the online bid.
8. EMD: Bidders shall remit the Bid Security using the online payment options of e-Procurement system only. Bidders are advised to visit the "Downloads" section of e-Procurement website.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of EMD or Rs. 20.00 lakhs whichever is less shall have to be deposited online as prescribed above and balance can be accepted in the form of a bank Guarantee issued by a scheduled bank valid for 6 months from the last date of submission of bid. In such case, the scanned copy of BG shall be scanned and uploaded along with the bid and original to be submitted to the office of c on or before the last date & time of submission of bid.

If the bidder is submitting a part of EMD as Bank Guarantee as above, the bidders has to select the option 'YES' for the query 'if EMD exemption is applicable'. Otherwise, full payment has to be transferred online itself. For further assistance, the e tender portal may be contacted before attempting transaction.

9. The complete set of Tender Documents comprising six Volumes I, II, III, IV, V & VI 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), Golden Jubilee Block, HLLBhavan, Poojappura P.O, Thiruvananthapuram-695 012 as per schedule indicated above.
10. HITES reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever.
11. 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.

12. General Tender Terms & Conditions for e-Procurement

This tender is an e-Tender and is being published online. The tender is invited in Two cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published in www.etenders.kerala.gov.in.

A). Online Bidder registration process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088/188/388 or 0484-2336006, 2332262 or 0497-2764788, 2764188 or 0483-273294 or through email: etendershelp@kerala.gov.in or helpetender@gmail.com for assistance in this regard.

B). Online Tender Process:

The tender process shall consist of the following stages:

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

- i. Downloading of tender document: Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. Publishing of Corrigendum: All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.
- iii. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- iv. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- v. Opening of Financial Bids: Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

C). Documents Comprising Bid:

- i. The First Stage (Pre-Qualification or Technical Cover based on 1cover or 2 cover tender system):

Pre-Qualification or Technical proposal shall contain the scanned copies of the documents has to be uploaded in the e tender portal:

The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

- ii. The Second Stage (Financial Cover or as per tender cover system):

The Bidder shall complete the Price bid as per format given for download along with this tender.

Note: The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non - responsive and rejected.

D). Tender Document Fees and Earnest Money Deposit (EMD)

The Bidder shall pay, e-tender processing fee of Rs. 1770/- and Earnest Money Deposit of Rs.1,55,657/-. The EMD is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

Online Payment modes: The e-tender processingfee and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system.

State Bank of India Multi Option Payment System (SBI MOPS Gateway): Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in eProcurement System.

A) Internet Banking Options (Retail)			
1	Allahabad Bank	32	Kotak Mahindra Bank
2	Axis Bank	33	Lakshmi Vilas Bank
3	Andhra Bank	34	Mehsana Urban Co-op Bank
4	Bandan Bank	35	NKGSB Co-operative Bank
5	Bank of Bahrain and Kuwait	36	Oriental Bank of Commerce
6	Bank of Baroda	37	Punjab and Maharashtra Cooperative Bank
7	Bank of India	38	Punjab National Bank
8	Bank of Maharashtra	39	Punjab and Sind Bank
9	Bassein Catholic Co-operative Bank	40	RBL Bank
10	BNP Paribas	41	Saraswat Cooperative Bank
11	Canara Bank	42	ShamraoVithal Cooperative Bank
12	Catholic Syrian Bank	43	South Indian Bank
13	Central Bank of India	44	Standard Chartered Bank
14	City Union Bank	45	State Bank of India
15	Corporation Bank	46	Syndicate Bank
16	Cosmos Bank	47	Tamilnad Mercantile Bank
17	DCB Bank	48	Tamilnadu Cooperative Bank
18	Dena Bank	49	The Kalyan Janata Sahakari Bank
19	Deutsche Bank	50	TJSB Bank (Erstwhile Thane Janata Sahakari Bank)
20	Dhanalaxmi Bank	51	UCO Bank
21	Federal Bank	52	Union Bank of India
22	HDFC Bank	53	United Bank of India
23	ICICI Bank	54	Vijaya Bank
24	IDBI Bank	55	YES Bank
25	Indian Bank		
26	Indian Overseas Bank		
27	IndusInd Bank		
28	Jammu & Kashmir Bank		
29	Janata Sahakari Bank		
30	Karnataka Bank		
31	KarurVysya Bank		
B) Internet Banking Options (Corporate)			
1	Bank of Baroda	21	Laxmi Vilas Bank
2	Bank of India	22	Oriental Bank of Commerce
3	Bank of Maharashtra	23	Punjab & Maharashtra Coop Bank
4	BNP Paribas	24	Punjab & Sind Bank
5	Canara Bank	25	Punjab National Bank
6	Catholic Syrian Bank	26	RBL Bank
7	City Union Bank	27	ShamraoVitthal Co-operative Bank

8	Corporation Bank	28	South Indian Bank
9	Cosmos Bank	29	State Bank of India
10	Deutsche Bank	30	Syndicate Bank
11	Development Credit Bank	31	UCO Bank
12	Dhanalaxmi Bank	32	Union Bank of India
13	Federal Bank	33	UPPCL
14	HDFC Bank	34	Vijaya Bank
15	ICICI Bank	35	Axis Bank
16	Indian Overseas Bank		
17	JantaSahakari Bank		
18	Jammu & Kashmir Bank		
19	KarurVysya Bank		
20	Kotak Bank		

During the online bid submission process, bidder shall select SBI MOPS option and submit the page, to view the Terms and Conditions page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely SBI and Other Banks* will be shown. Here, Bidder may proceed as per below:

- a) SBI Account Holders shall click SBI option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- b) Other Bank Account Holders may click Other Banks option to view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.

*Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-.

* Bidders who are using Other Banks option under SBI MOPS Payment Gateway, are advised by SBI to make online payment 72 hours in advance before tender closing time.

Any transaction charges levied while using any of the above modes of online payment has be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of EMD or Rs. 20.00 lakhs whichever is less shall have to be deposited online as prescribed above and balance can be accepted in the form of a bank Guarantee issued by a scheduled bank valid for 6 months from the last date of submission of bid. In such case, the scanned copy of BG shall be scanned and uploaded along with the bid and original to be submitted to the office of Chief Engineer (Design), HITES, Poojappura PO, Thiruvananthapuram on or before the last date & time of submission of bid.

E). SUBMISSION PROCESS:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and

Financialbid online on www.etenders.kerala.gov.in along with online payment of tender document fees and EMD.

It is necessary to click on “Freeze bid” link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

Chief Engineer (Design)

DISCLAIMER

This document has been prepared by M/s HLL Infra Tech Services Ltd. (HITES) on behalf of Kannur University as Consultant. The information is provided to prospective Bidders, who are interested to Bid for Supply, Installation, Testing and Commissioning of HT Substation including Civil Works at Payyanur Campus of Kannur University

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 Consultant 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. **“E-tender Processing Fee”** shall mean the amount to be paid by the Tenderers in consideration of cost of bid document.
16. **“Project”** shall mean **Supply, Installation, Testing and Commissioning of HT Substation including Civil Works at Payyanur Campus of Kannur University.**
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 **Kannur University**.
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 **Kannur University** invites Item Rate online tenders from eligible contractors as per eligibility criteria laid down, for the work of **“Supply, Installation, Testing and Commissioning of HT Substation including Civil Works at Payyanur Campus of Kannur University”**.

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, *Central Public Procurement Portal* and e-tender portal www.etenders.kerala.gov.in.

1.2. TABLE - I

Sl. No.	Description	Details
1	Tender no.	HITES/IDS/19/10 DATED 20.08.2019
2	Name of work	Supply, Installation, Testing and Commissioning of HT Substation including Civil Works at Payyanur Campus of Kannur University
3	Estimated cost	Civil works- Rs. Electrical works- Rs. Total - Rs.77,82,855/-
4	Earnest Money deposit	Rs. 1,55,657/- A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of EMD or Rs. 20.00 lakhs whichever is less shall have to be deposited online as prescribed above and balance can be accepted in the form of a bank Guarantee issued by a scheduled bank valid for 6 months from the last date of submission of bid. In such case, the scanned copy of BG shall be scanned and uploaded along with the bid and original to be submitted to the office of Chief Engineer (Design), HITES, Poojappura PO, Thiruvananthapuram on or before the last date & time of submission of bid.
5	E-Tender Processing Fee (Non-refundable) - online	Rs. 1770 only (inclusive of GST)

6	Issue of Tender documents	Documents shall be available online at CPP Portal - http://www.eprocure.gov.in , and e-tender portal @ www.etenders.kerala.gov.in .
8	Pre bid meeting	03.09.2019 at 11.00 hrs at HITES office, Thiruvananthapuram
9	Last Date & time of Submission of Bids online (Bid due date)	05.09.2019 at 15.00 hrs
10	Date & time of opening of Technical Bids thru e-tender portal	05.09.2019 at 15.00 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	10 months
13	Performance Guarantee	5% of tendered value
14	Security Deposit	2.5% of tendered value
15	Defects Liability period	5 years 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

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

And

c. ***“Similar Works”** shall mean one work of Construction of multistoried RCC framed structure including finishing works, internal water supply, sanitary installations, firefighting works and electrical installations **including HT works similar to the items in the attached BOQ, as a composite work** executed under one agreement.

In case external electrical and firefighting works were not executed by the bidder, the bidder shall submit the details of experience of their electrical/ firefighting subcontractors who are having valid license in Kerala for similar works mentioned in clause (a) of Form –E.

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. The bidder shall submit their or sub contractor’s valid A class license as per the rules and regulations of Kerala State Electrical Licensing Authority, for similar works.

e. **Turnover:** Average annual financial **turnover on construction of similar 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.

f. **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 FY2017-18. This should be duly certified by the Chartered Account.

g. Should have a solvency of atleast 40% of the estimated cost put to tender. (Scanned copy of original solvency to be uploaded).

h. 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.

i. **The works completed/being executed by the bidders will 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.**

j. The bidder shall have GST registration. The copy of GST registration shall be submitted.

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Deletion
Correction
Over Writing

- k. The bidder shall have ESI/ EPF registration. The copy of valid ESI/EPF registration shall be submitted.
 - l. 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”).
 - m. The bidder shall submit an affidavit 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’** as per prescribed format (Form “F”).
 - n. Direct/ indirect Joint Ventures (JV)/ Consortium of any kind are not permitted.
- 1.4. The time allowed for carrying out the work will be **10Months** 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 architectural drawings and structural drawings shall be made available in a phased manner, as per requirement and as per approved programme of completion submitted by the contractor after the award of work.
- (iii) The labour camp shall not be allowed to locate inside the proposed site.
- (iv) **The contractor shall take special care to avoid disturbance to the functioning of the existing institutions in the campus**
- (v) The Contractor shall settle labour problems if any occurred at site during the construction stage.
- 1.6. The bid documents 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 is available on line free of cost.
- 1.7. The bids submitted shall become invalid and e-tender processing fee shall not be refunded if:
- (i) The bidder is found ineligible.
 - (ii) The bidder does not upload 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.
 - (iii) If any discrepancy is noticed in the documents as uploaded at the time of submission of bid.
- 1.8. The Technical package and Financial Package as detailed in clause 2.3.5 and 2.3.6 of ITB shall be submitted online, each marked as per clause 2.3.11 of ITB as per the stipulated date & time of submission of bid.
- 1.9. 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.

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Over Writing

- 1.10. 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.
- 1.11. 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.
- 1.12. **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 will 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 get 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.

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- 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 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 scope of work includes Construction of substation including HT works in the Payyannur campus, Kannur University. The work includes a number of specialized Civil/Electrical works etc. to be executed as integral parts of the project by engaging specialized agencies in each case meeting the eligibility criteria and after approval by the Engineer-in charge.**
- Some of the Specialized Services (as applicable) are: -
- i. Electrical Installation (Internal & External)
 - ii. HT& LT Installation, DG Sets
 - v. Water proofing treatment works
 - vi. Aluminium door and windows, aluminium partition etc.
 - viii. Anti-termite chemical treatment
- 1.25. 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.
- 1.26. 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.
- 1.27. The contractor/firm will indemnify Client/HITES, as the case may be, 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. An undertaking in this regard is required to be submitted by applicants along with prequalification.

1.28. 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.

1.29. **Bid document consists of :**

- 1.29.1. **Volume - I (Notice Inviting Tenders (NIT), PQ Criteria & Instructions to Bidders (ITB))**
- 1.29.2. **Volume - II (General Conditions of Contract)**
- 1.29.3. **Volume - III (Specific Conditions of Contract)**
- 1.29.4. **Volume - IV (Technical Specifications)**
- 1.29.5. **Volume - V (Bill of Quantities)**
- 1.29.6. **Volume - VI (Tender drawings)**

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

1.30. 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/, e-tender portal www.etenders.kerala.gov.in 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/, e-tender portal www.etenders.kerala.gov.in 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 website 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 ONLINE. 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. Online submission of e-tender processing fee of Rs. 1,770 (inclusive of GST). The e- tender fee is non-refundable.

II. Bid Security

- a. TheBidder shall submit EMD online for an amount, as mentioned in Notice Inviting e-tender.
- b. **A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of EMD or Rs. 20.00 lakhs**

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whichever is less shall have to be deposited online as prescribed above and balance can be accepted in the form of a bank Guarantee issued by a scheduled bank valid for 6 months from the last date of submission of bid. In such case, the scanned copy of BG shall be scanned and uploaded along with the bid and original to be submitted to the office of Chief Engineer (Design), HITES, Poojappura PO, Thiruvananthapuram on or before the last date & time of submission of bid.

- 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.
- I. Form A: **Form of bid** along with Appendix to be typed on the letterhead and duly signed and stamped by authorized person.
 - II. 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.
 - III. Indemnity/ Undertaking/ Affidavits as per requirements (Form-E, F, G)
 - IV. Form F: Original Affidavit as per format at Form 'F'
 - V. Form "T-1"(Financial Information) – Annual Financial Statement for the last five years ending 2017-18
 - VI. Form T1 – B: Self Attested latest Bank Solvency Certificate from a Nationalised bank or Scheduled Bank as per format at "Form T1-B".
 - VII. Form "T-2" (List of all works of similar nature successfully completed during the last seven years)
 - VIII. 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.
 - IX. Form "T-4" (Performance Report of Works)
 - X. Form "T-5" (Structure and Organization)
 - XI. Form "T-7" (Details of Technical & Administrative personnel)
 - XII. Copies of GST Registration or undertaking in this regard as per Clause 1.26.
 - XIII. Certificate of Registration for ESI, EPF and acknowledgement of up-to-date file return.
 - XIV. 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).

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“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.”

- XV. All pages of the entire Corrigendum/ addendum (if any)/ pre bid clarifications (if any) signed by the authorized person of the bidder(s).

2.3.7 Contents of Financial Package

The financial package (**VOLUME V-FINANCIAL BID/ PRICE BID**) should be submitted **ONLINE** only. Physical submission of financial bid will not be accepted and e-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

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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 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 & 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 event 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

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representatives who may choose to attend on date & time as mentioned in Notice Inviting e-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 e-Bid, it will be checked if they contain Technical & Financial Bids and e-Tender Processing Fees and EMD/ Bid Security paid online, 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 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 e-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. have digital signature.
 - b. is accompanied by the power(s) of attorney if required
 - c. contains all the information as requested in the Bid Document
 - d. contains information in formats same/similar as those specified in this Bid Document
 - e. mentions the validity period of the offer
 - f. is accompanied by the Bid Security/ EMD,
 - g. 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.

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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 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

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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.
- 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.

SECTION-III
SCOPE OF WORK

1. Bids are now invited for following scope of works:
 - Construction of substation including HT works in the Payyannur campus, Kannur University.**
2. **Detailed engineering drawings including architectural drawings, structural drawings, drawings for all services, electrical services drawings, will be supplied by the HITES.**
3. The activities to be carried out for the completion of the Project shall include the following and any additional activities incidental to these:
 - i. Building as specified.
 - ii. HT electrical works**
 - iii. Internal and external services as per drawings
 - iv. Getting approvals/ permissions/ planning permits of the statutory/ local/governmental agencies as required incidental to construction/ completion.
 - v. Submission of 3 sets of completion (i.e. 'as-built') drawings and other related documents, both a hard copy and the soft copy in Auto CAD or any other IT application used for the purpose.
 - vi. Preparation of specifications and vender list (in case not already provided) for all equipment wherever necessary and called upon to do so and getting these approved from HITES.
 - vii. Obtaining occupancy certificate and related NOC's from statutory/ local/governmental agencies. Statutory payment on this account will be reimbursed by the Client at actuals on production of payment receipts.
4. Approvals Required

The Contractor shall obtain all necessary approvals including pre-construction from Municipal bodies, PCB and fire department etc. The contractor shall obtain approval from other Agencies concerned, Police and Security Agencies, Chief Controller of Explosives, electrical inspectorate, fire inspectorate, Building Bye- Laws etc., as the case may be with related to/ required for Construction/Completion. All expenditure on this account will be borne by the contractor. Statutory payment on this account will be reimbursed by the Client at actuals on production of payment receipts.

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, e-Tender Fee/ Processing Fee & EMD will be checked online. E-Tender Fee / Processing Fee and EMD will be checked for veracity of Amount and Form as required by e-tender terms and conditions. If e-Tender Fee / Processing Fee and/or EMD submitted by any bidder is not as per e-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 (i&ii.a.) 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 each item in item rate tender, 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.

FORM OF BID

Name of the Work: Supply, Installation, Testing and Commissioning of HT Substation including Civil Works at Payyanur Campus of Kannur University

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. We submit the requisite certified solvency certificate and authorize Chief Engineer (Design), HLL Infra Tech Services Limited, Thiruvananthapuram or his authorized representative to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also 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.
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

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

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	18months
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"	5 years
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

Name

Place

Address

Addition
Deletion
Correction
Over Writing

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.

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK (SOLVENCY CERTIFICATE)

This is to certify that to the best of our knowledge and information that Ms./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, addressed to tendering authority.
- (2) Incase of partnership firm, certificate should include names of all partners as recorded with the bank.

Addition
Deletion
Correction
Over Writing

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

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

Addition Deletion Correction..... Over Writing.....
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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	
	RCC framed structure	
	No. of Basements	
	Finishing works	
	Internal & external electrical installation	
	ELV	
	Fire fighting system	
	Water supply & sanitary installation	
	No. of Stories	
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

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

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 TECHNICAL & 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

Addition
Deletion
Correction
Over Writing

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 **Supply, Installation, Testing and Commissioning of HT Substation including Civil Works at Payyanur Campus of Kannur University**(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 this day 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 substantiate 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.

Addition
Deletion
Correction
Over Writing

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 Supply, Installation, Testing and Commissioning of HT Substation including Civil Works at Payyanur Campus of Kannur University 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 Supply, Installation, Testing and Commissioning of HT Substation including Civil Works at Payyanur Campus of Kannur University 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

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

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

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 aton 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, forhereinafter 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 (SCC)

Volume - IV Technical Specifications

Volume - V (Financial bid and Bill of Quantities)

Volume - VI (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 execute 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

Addition
Deletion
Correction
Over Writing

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.

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.

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

**UNDERTAKING (FOR SPECIALIZED AGENCY)
(On a Rs 100/- non judicial stamp paper duly notarized)**

We do hereby undertake to engage a specialised agency after approval of HITES for undertaking the execution of specialized works whose minimum qualification shall be as under:

a. For Specialized works viz. Substations, DG Sets, Fire Fighting, as required:

Experience of having successfully completed similar specialized works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

- i. Sub-Station: One similar work having individual transformer capacity not less than 400 KVA **OR** Two similar works having individual transformers capacity not less than 300 KVA **OR** Three similar works having individual transformers capacity not less than 200 KVA.
- ii. DG Set: One similar work having individual DG capacity not less than 200 KVA **OR** Two similar works having individual DG capacity not less than 150 KVA.
- iii. For Fire Fighting System: Experience of having successfully completed similar specialized works with atleast one no. of work involving supply & installation of firefighting system including sprinklers, fire pumps & wet riser etc. in a campus comprising of business/ institutional/ residential/ educational/ assembly buildings as classified in NBC.

b. For specialized works as mentioned below approval from Engineer-in-Charge shall be sought before commencement of work:

- i. LV works like Access Control System, LAN, CCTV, Fire Alarm & Detection, Public Address etc.
- ii. Any other specialized works specified in Tender.

d. For all other specialized works, for which the contractor intends to engage a specialized agency for execution of work, the contractor shall take approval of the Engineer-In-Charge before assignment of such agency.

(Authorized Signatory of Bidder)

Addition
Deletion
Correction
Over Writing

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 undertake that 'I/We have not altered/ modified the financial bid attached in the HITES e-tender portal. If it is found during the tender stage or later that the BOQ is modified by us, the HITES shall have the right to reject our bid'.
8. 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

Addition
Deletion
Correction
Over Writing

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 Supply, Installation, Testing and Commissioning of HT Substation including Civil Works at Payyanur Campus of Kannur University 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.1,770/- only as e-tender processing fee	Online	
2.	Bid Security/EMD of Rs. 1,55,657/- (A part can be accepted in the form of BG)		
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.	Undertaking for engaging specialized agencies (Form E)		
6.	Affidavit by Bidder (Form F) duly notarized on non-judicial of appropriate value stamp paper		
7.	Affidavit/ Indemnity / Undertaking (Form G)		
9.	Form " Form "T-1" (Financial Information)		
10.	Form "T-2" (Details of works)		
11.	Form "T-3" (Project under execution of award)		
12.	Form "T-4" (Performance Report of Works)		
13.	Form "T-5" (Structure and Organization)		
14.	Form "T-6" (Details of Technical & Administrative personnel)		
15.	Copies of GST Registration as per clause 1.26/ ESI/EPF registration		
16.	Integrity Pact and Agreement duly signed by the authorized signatory on behalf of the bidder (as per Performa given in GCC Vol-II)		
17.	All pages of the entire Corrigendum/ addendum (if any)/ pre bid clarifications (if any) signed by the authorised person of the bidder/bidder.		
18.	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)	Online	

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

Addition
Deletion
Correction
Over Writing