M/s HLL INFRA TECH SERVICES LTD. (HITES)

(Subsidiary of HLL Lifecare Ltd., A Government of India Enterprise)

E-TENDER

FOR

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELEVATORS FOR DEVELOPMENT OF TALUK HOSPITAL CHITTUR PALAKKAD

Volume- I

NOTICE INVITING TENDER

Tender No. HITES/IDS/22/07

HITES
HLL INFRA TECH SERVICES LTD

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

HLL INFRA TECH SERVICES LTD. (HITES)

PRESS NOTICE

Tender No. HITES/IDS/22/07 Dated: 18.06.2022

HLL Infra Tech Services Ltd (HITES) on behalf of Department of Health & Family welfare, Government of Kerala invites on-line Item Rate bids from eligible contractors/firms for the following work.

Name and Description of work	Estimated cost (excl. GST)	Completion period of Work	Last date& time to submit the e-tender	Bid Security amount(Rs.)
SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELEVATORS FOR DEVELOPMENT OF TALUK HOSPITAL CHITTUR PALAKKAD	Rs. 93,64,399.43/-	06 months	29.06.2022 at 3.30 PM	Rs.50,000/-

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

Tender documents will be available in e-tender portal from 18.06.2022 onwards.

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.etenders.kerala.gov.in, www.hllhites.com and Central Public Procurement Portal as corrigendum/amendments etc., if any, will be notified on this portal only and separate advertisement will not be made for this.

Deputy General Manager (ID)

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HLLINFRA TECH SERVICES LTD. (HITES)

NOTICE INVITING E-TENDER

HLL Infra Tech Services Ltd (HITES) on behalf of Department of Health & Family welfare, Government of Kerala invites on line Item Rate bids from eligible contractors/firms for the following work.

Name and Description of work	Estimated cost (excl. GST) (Rs.)	Completion period of Work	Last date to submit the e-tender	Bid Security amount (Rs.)
SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELEVATORS FOR DEVELOPMENT OF TALUK HOSPITAL CHITTUR PALAKKAD	Rs. 93,64,399.43/-	06 months	29.06.2022 at 3.30 PM	Rs.50,000/-

* *For MSME registered bidders, the proof of registration in the line of work and monitory limit shall be attached. The tender documents will be free of cost for them and such bidders will be exempted from EMD. MSME bidders shall submit bid security (EMD) declaration in the format as attached.*

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).

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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 Deputy General Manager (ID), HITES, Poojappura P.O, Thiruvananthapuram 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 four Volumes I, II, III & IV shall be made available, as per above schedule, on the above mentioned websites. The interested applicants/contractors/firms may attend the pre bid meeting over video conference which will be held at the Office of M/s HLL Infra Tech Services Ltd. (HITES), Golden Jubilee Block, HLL Bhavan, Poojappura P.O, Thiruvananthapuram-695 012.

   Also the bidders having queries/clarification regarding the tender can submit their queries at e-tender portal on or before 23.06.2022 at 10.00 AM.

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

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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:

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.

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

The Bidder shall pay, e-tender processing fee of Rs. 5,900/-(incl. GST) - and Earnest Money Deposit of Rs. 50,000/-. 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 processing fee 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	Axis Bank	32	Lakshmi Vilas Bank
2	Andhra Bank	33	Mehsana Urban Co-op Bank
3	Bandan Bank	34	NKGSB Co-operative Bank
4	Bank of Bahrain and Kuwait	35	Oriental Bank of Commerce
5	Bank of Baroda	36	Punjab and Maharashtra Cooperative Bank
6	Bank of India	37	Punjab National Bank
7	Bank of Maharashtra	38	Punjab and Sind Bank
8	Bassein Catholic Co-operative Bank	39	RBL Bank
9	BNP Paribas	40	Saraswat Cooperative Bank
10	Canara Bank	41	ShamraoVithal Cooperative Bank
11	Catholic Syrian Bank	42	South Indian Bank
12	Central Bank of India	43	Standard Chartered Bank
13	City Union Bank	44	State Bank of India
14	Corporation Bank	45	Syndicate Bank
15	Cosmos Bank	46	Tamilnad Mercantile Bank
16	DCB Bank	47	Tamilnadu Cooperative Bank
17	Dena Bank	48	The KalyanJanataSahakari Bank
18	Deutsche Bank	49	TJSB Bank (Erstwhile Thane JanataSahakari Bank)
19	Dhanalaxmi Bank	50	UCO Bank
20	Federal Bank	51	Union Bank of India
21	HDFC Bank	52	United Bank of India
22	ICICI Bank	53	Vijaya Bank
23	IDBI Bank	54	YES Bank
24	Indian Bank		
25	Indian Overseas Bank		
26	IndusInd Bank		
27	Jammu & Kashmir Bank		
28	Janata Sahakari Bank		
29	Karnataka Bank		
30	Karur Vysya Bank		
31	Kotak Mahindra Bank		

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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.

E). SUBMISSION PROCESS:

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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 financial bid 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.

Deputy General Manager(ID)

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DISCLAIMER

This document has been prepared by M/s HLL Infra Tech Services Ltd. (HITES) on behalf of Department of Health & Family Welfare, Govt. of Kerala as SPV. The project is funded by KIIFB. The information is provided to prospective Bidders, who are interested to Bid for the Supply, Installation, Testing and Commissioning of Elevators for development of Taluk Hospital Chittur Palakkad.

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.

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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. **"Client"** means '**Department of Health & Family Welfare, Government of Kerala'.**
7. **"Contract Agreement"** shall mean the agreement to be signed between the Successful Tenderer and the Client / HITES.
8. **"Contract Price"** shall mean the financial bid of the Successful Tenderer as accepted by the Client / HITES.
9. **"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.
10. **"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.
11. **"Engineer in Charge" (EIC)** means the Engineer Officer of HITES as mentioned in the schedule "F" hereunder, as authorized by HITES/ Client.
12. **"Evaluation Committee"** shall mean the committee constituted by M/s HLL Infra Tech Services Ltd. (HITES) for the evaluation of the bids.
13. **"HITES"** shall mean M/s HLL Infra Tech Services Ltd., appointed by the Client as SPV for the project.
14. **"KIIFB"** shall means Kerala Infrastructure Investment Fund Board, Govt. of Kerala who are the funding agency for this project
15. **"Letter of Acceptance"** shall mean the letter issued by the HITES to the Successful Tenderer inviting him to sign the Contract Agreement.
16. **"Performance Guarantee"** shall mean the amount to be paid by the Successful Tenderer as per relevant clause mentioned elsewhere.
17. **"E-tender Processing Fee**" shall mean the amount to be paid by the Tenderers in consideration of cost of bid document.
18. **"Project"** shall mean **Supply, Installation, Testing and Commissioning of Elevators for development of Taluk Hospital Chittur Palakkad**
19. **"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.

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20. **"Successful Tenderer"** shall mean the Tenderer declared technically and financially successful for the Project and with whom, the Contract Agreement shall be signed.
21. "**Similar Works**" as defined in eligibility criteria.
22. **"Scheduled banks"** mean **"Scheduled commercial Banks**"
23. **"NIT"** means **Notice Inviting Tender.** The word "**Notice Inviting Tenders**" is synonymous with "**Notice Inviting Bids**".
24. **"ITB"** means **Instructions to Bidders**

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SECTION I

NOTICE INVITING BIDS

1.1 HLL Infra Tech Services Ltd (HITES) on behalf of Department of Health & Family Welfare, Government of Kerala invites Item Rate online tenders from eligible contractors as per eligibility criteria laid down, for the work of Supply, Installation, Testing and Commissioning of Elevators for development of Taluk Hospital Chittur Palakkad.

1.2 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.*

1.3 TABLE – I

Sl. No.	**Description**	**Details**
1	Tender no.	HITES/IDS/22/07 Dated 18.06.2022
2	Name of work	**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELEVATORS FOR DEVELOPMENT OF TALUK HOSPITAL CHITTUR PALAKKAD**
3	Estimated cost (excl. GST)	**Rs.93,64,399.43/- (Excluding GST)**
4	Earnest Money deposit	Rs.50,000/- The bidder may remit 100% of EMD as online. Bidders can also remit 50% of EMD or Rs. 20.00 lakhs whichever is lower through online and remaining amount in the form of Bank Guarantee from any nationalized or scheduled bank having a validity period for 6 months from the date of submission of tender as per the prescribed format.
5	E-Tender Processing Fee (Non-refundable) – online	Rs. 5,900/-(inclusive of GST)
6	Issue of Tender documents	Documents shall be available online at HITES website http://hllhites.com/tenders and CPP Portal - http://www.eprocure.gov.in, and e-tender portal @ *www.etenders.kerala.gov.in*.
8	Pre bid meeting	Pre-bid meeting will be held on 23.06.2022 at 11.00AM at HITES Office, Poojapura / Video Conferencing. Intending bidders can attend the pre-bid meeting using the following link: https:// meet.google.com/qhu-bacy-bav

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		The bidders having queries/clarification regarding the tender can submit their queries at e-tender portal/as email @ tenders@hllhites.com on or before 23.06.2022 at 10.00AM Reply to the queries will be published in e tender portal.
9	Last Date & time of Submission of Bids online (Bid due date)	29.06.2022 at 15.30 hrs
10	Date & time of opening of Technical Bids thru e-tender portal	30.06.2022 at 15.30 hrs
11	Date of start of work	Date of issue of LOA or date of handing over of site whichever is later
12	Completion period	06 months
13	Performance Guarantee	3% of tendered value
14	Security Deposit	2.5% of tendered value
15	Defects Liability period	3 years from date of completion of works as certified by Engineer in charge.
16	Bank account details for the purpose of preparation of Bank Guarantee only:	A/c No.38160968975. IFS Code: SBIN0004350 Bank : SBI, Commercial Branch, Thycaud, Trivandrum Name of A/c: HLL Infra Tech Services Ltd.

1.4 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. The bidder should be an Indian firm and should have a permanent office set up in Kerala.

c. The bidder should be an Original Equipment Manufacturer

d. Experience of having successfully completed works during the last seven years ending last day of the month previous to the one in which tenders are invited as follows:

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i. Three similar works each costing not less than amount equal to 40% estimated cost put to tender

Or

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

Or

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

"**Similar Work**" shall means "Supply, Installation, Testing & Commissioning of ELEVETORS"

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.

In case the work experience is of Private sector completion certificate shall be supported with copies of Corresponding TDS Certificates.

e. **Turnover**: Average annual financial turnover should be at least 50% of the estimated cost put to tender during the immediate last three consecutive financial year ending 31stMarch, 2021.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 FY 2020-21. This should be duly certified by the Chartered Account.

g. The performance of the bidder for the completed works shall be rated by the Client as satisfactory or above.

h. The bidder should have sufficient number of technical and administrative employees for the proper execution of contract as per clause 32 of GCC and as per requirement in schedule F.

i. 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.

j. **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.**

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

l. The bidder shall have ESI/ EPF registration. The copy of valid ESI/EPF registration shall be submitted.

m. The bidder should not have been under blacklisting or debarred or penalised from bidding by any government agency or public sector undertaking or judicial authority/arbitration body as on last date of submission of bid. The bidder shall submit the affidavit on a Rs.100/- non judicial stamp paper duly notarized, to this effect, as per prescribed format (Form "F").

n. 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").

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

1.4.2 The time allowed for carrying out the work will be **06 months** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing/ milestones, indicated in the tender documents.

1.5 (i) The site for the work is available.

(ii) As the proposed site is located adjacent to the running hospital, the contractor shall take special care to avoid disturbance to the functioning of the hospital.

(iii) The labour camp shall not be allowed to locate inside the proposed site.

(iv) The contractor shall associate with the other construction agencies working at site for smooth execution and timely completion of project.

(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 bid 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 2.3.6 and 2.3.7 of ITB shall be submitted online, each marked as per clause 2.3.12 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 3% (Three 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

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Form C. Performance Bank Guarantee to be valid up to sixty days beyond the stipulated date of completion or the extended period, thereof.

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 executed / 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 got disqualified even though the documents submitted by them will meet the eligibility criteria as laid down in clause 1.4.1.**

1.13 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.

1.14 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.

1.15 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.

1.16. 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.

1.17. 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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1.18. 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.

1.19. 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 Client/HITES, then the HITES 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.

1.20. This is a Time Bound Project.

1.21. The scope of work includes **SITC of Elevators for development of Taluk Hospital Chittur Palakkad.**

1.22. The Bidder must associate with the other agencies working at the site.

1.23. 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.

1.24. The contractor/firm will indemnify Client/HITES, as the case may be, against all penal action that may be levied/effected by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority. An undertaking in this regard is required to be submitted by applicant's along with prequalification.

1.25. 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.

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iv. CPWD Contractors Labour regulations

v. List of Acts and Omissions for which fines can be imposed.

1.26. **<u>Bid document consists of</u> :**

1.26.1. **Volume – I (Notice Inviting Tenders (NIT), PQ Criteria& Instructions to Bidders (ITB))**

1.26.2. **Volume – II (General Conditions of Contract)**

1.26.3. **Volume – III (Technical Specifications)**

1.26.4. **Volume – IV (Bill of Quantities)**

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

1.27. 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**.**

1.28. This project is funded by KIIFB and the payments to the Contractor will be made directly by KIIFB through bank transfer.

1.29. The bidder shall comply with Government of Kerala Circular no. 57/2020/Fin dated 06.10.2020 and Circular no. 47/2021/fin dated 18.06.2021 w.r.t amendments in Rule 144 of GFR 2017.

Deputy General Manager(ID)

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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**

The bidders having queries/clarification regarding the tender can submit their queries at e-tender portal/email@ cmhllid@lifecarehll.com as mentioned in Notice Inviting Bid. The pre bid meeting will be held on 23.06.2022, 11.00 AM at HITES Office, Trivandrum / Video Conferencing. No other queries shall be entertained or replied to, after the date of submission of queries / pre bid meeting. HITES' response (including an explanation on the query but without identifying the source of the inquiry) will be uploaded on e-tender portal www.etenders.kerala.gov.in, website of HITES www.hllhites.com/tenders/, and CPP portal https://eprocure.gov.in.

2.3.3 **Clarifications**

A prospective Contractor requiring any clarification with regards to the BID document may utilize the forum of pre-bid to submit the queries on the e-tender portal. HITES will respond any request for clarification which is received within date specified in the NIT. 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 websitewww.hllhites.com/tenders/, e-tender portal www.etenders.kerala.gov.in and CPP portal https://eprocure.gov.innot 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 websitesto

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ensure that they are aware of the amendments. The addendum (s) issued will form part of the BID documents.

iii. In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the 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.5,900/- (inclusive of GST). The e- tender fee is non-refundable.

II. **Bid Security**

a. The Bidder shall submit EMD online for an amount, as mentioned in Notice Inviting e-tender. MSME bidder shall submit EMD declaration form attached along with this tender

b. The Bid securities of unsuccessful Bidders shall be discharged/ returned after expiry of the final bid validity and latest on or before the 30th day after the award of contract. However, in case of two packet or two stage bidding, bid securities of unsuccessful bidders during first stage , i.e, technical evaluation etc should be

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returned within 30 days of declaration of result of first stage ie, technical evaluation etc.

c. The Bid Security shall be forfeited if a bidder withdraws his bid during the period of bid validity or in the case of the successful bidder, if he fails to furnish the necessary performance security or enter into the Contract within the specified time limit.

d. The Bid Security Bank Guarantee of the successful bidder shall be returned after receipt of Performance Bank Guarantee as per Clause 1A of General Conditions of Contract (Volume-2).

e. The account details for the purpose of taking bank guarantee is as follows:

Name of A/c: HLL Infra Tech Services Ltd.
A/c No.38160968975
IFS Code: SBIN0004350
Bank : SBI, Commercial Branch, Thycaud, Trivandrum

III. Form A: Form of bid along with Appendix to be typed on the letterhead and duly signed and stamped by authorized person.

IV. Form D: Format for Power of Attorney for signing of proposal. In case bid is signed by Managing Director/Partner/Proprietor himself, Power of Attorney is not required. It is mandatory to mention on letterhead that the bid is duly signed and stamped by Managing Director / Partner / Proprietor.

V. Indemnity/ Undertaking as per requirements (Form-F, G)

VI. Form F: Original Affidavit as per format at Form 'F'(L1 bidder shall submit the original affidavit within 15 days of award of work)

VII. Form "T-1"(Financial Information) – Annual Financial Statement for the last five years ending 2020-21

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

IX. Form "T-3" (List of Project under execution or award). Information in Form T-3 should be complete and no work should be left out.

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

XI. Form "T-5" (Structure and Organization)

XII. Form "T-6" (Details of Technical & Administrative personnel)

XIII. Copies of GST Registration or undertaking in this regard as per Clause 1.23.

XIV. Certificate of Registration for ESI, EPF and acknowledgement of up-to-date file return.

XV. The Integrity Pact & Agreement duly signed by the person authorized to sign the bid on behalf of the bidder. (As per Performa given in GCC).

"The Integrity pact annexed shall be part and parcel of this document, and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Technical Bids. All the bidders are bound to comply with the

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Integrity Pact clauses. **Bids submitted without signing Integrity Pact will be ab initio rejected without assigning reason."**

XVI. The bidder has to submit all volumes of tender documents, corrigendum/ addendum (if any) duly signed & sealed by their authorized representative as a token of acceptance of terms & conditions and technical specifications.

2.3.7 Contents of Financial Package

The financial package **(VOLUME IV–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 DLP ie, including any out of pocket/ mobilization expenses, taxes & duties (excluding 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).

However, in respect of GST, wherever legally applicable the same shall be paid by the contractor to the concerned Authorities as per the prevailing rules. The payment for any bills as per this contract shall be made for the total value of the works at the contract rate plus GST at the time of billing. Any variation in tax rate of GST (increase or decrease) after the last date of tender submission shall be adjusted at the time of settlement of bills. TDS and other deductions shall be made on payments excluding GST.

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.

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c. The complete Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by Client, or as necessary to correct errors made by the Bidder. All amendments/corrections shall be initialed by the person or persons signing the Bid.

d. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

2.3.12 **Sealing and Marking of Bids**

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

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

b. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in 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.

(b) The bidder may read the instructions in 'Vendor guide' in the e-tender portal for submission/ modification/ withdrawal 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 the form of Bid Document Volume-I. In case bids are signed by Managing Director/Partner/Proprietor himself, Power of Attorney is not required.

In the event of tender being submitted by a firm, it must be signed separately by each partner thereof or in the vent of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so,

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such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act 1932.

2.3.15 **Bid Opening and Evaluation:**

Bid Opening

i. The Bids will be opened in the presence of Bidders or their authorized representatives who may choose to attend on date & time as mentioned in Notice Inviting 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

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rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price.

iii. If a Bid is not substantially responsive to the requirements of Bid, it will be rejected by HITES. The decision of the HITES in this regard shall be final and binding. The financial Packages of non-responsive Bidders shall not be opened.

2.3.17 **Evaluation of Bids**

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

ii. HITES reserves the right to reject any Bid if:

a. At any time, a material misrepresentation is made or uncovered; **or**

b. The Bidder does not respond within the stipulated time to requests for supplemental information/ clarifications required for the evaluation of the Bid; **or**

c. It is found that the information provided is not true or incorrect or facts/ material for the evaluation have been suppressed.

2.3.18 **Clarification of Bids**

i. Evaluation of technical Bids submitted by Bidders shall be undertaken based on details submitted therein only. Bidder shall not be allowed to submit on their 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. <u>Award Criteria</u>

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. <u>Notification of Award</u>

a. Prior to the expiry of the period of Bid Validity, HITES will issue the Letter

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of Acceptance to the Successful Bidder, notifying him of being declared successful and the intent to sign the Contract Agreement with him. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall mention the sum which HITES, will recommend to pay to the Contractor in consideration of the completion and guarantee of the work to be performed by them, as prescribed therein (hereinafter and in the conditions of Contract called 'the Contract Price'). No correspondence will be entertained by HITES from the unsuccessful Bidders.

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

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

iii. Signing of Agreement

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

b. The agreement shall be executed on a stamp paper of value as per the prevailing stamp duty as prescribed in the Kerala Stamp Act 1959 and its latest amendments or as per the requirement of Client. The expenses for stamp paper to be borne by the Successful Bidder.

c. Prior to the signing of the Contract Agreement, the Successful Bidder shall submit Performance Guarantee.

d. 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.

e. The Contract Agreement shall be duly signed by the HITES and the Contractor through their authorized signatories.

f. 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.

g. Contract agreement will be signed by the authorized signatories.

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SECTION-III

SCOPE OF WORK

1. Bids are now invited for following scope of work:

   Supply, Installation, Testing & Commissioning of SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELEVATORS FOR DEVELOPMENT OF TALUK HOSPITAL CHITTUR PALAKKAD as per technical specification and bill of quantities

   The activities to be carried out for the completion of the Project shall include the following and any additional activities incidental to these:

   i. Scope of work as specified.
   ii. 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.

2. **Approvals Required**

The contractor shall obtain all necessary approval from Agencies concerned as the case may be with related to/ required for execution/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.

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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 / EMD declaration 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/EMD declaration 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, 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.

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

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.

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

FORM OF BID

Name of the Work: **SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELEVATORS FOR DEVELOPMENT OF TALUK HOSPITAL CHITTUR PALAKKAD**

From

…….. (Bidder)

To

Deputy General Manager(ID)
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 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.
6. 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.
7. 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.
8. 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.
9. We agree to the General Conditions of Contract and Specific Conditions of Contract and the terms and conditions mentioned in the Bid Documents.

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

10. We declare that we are not having any Litigation pending / in progress with HLL / HITES.
11. We declare that we have not made any suppression of facts for meeting the requirement of eligibility to bid.
12. 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.
13. We understand that you are not bound to accept the lowest or any Bid you may receive.
14. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.
15. 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……**2022**

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……..

Form A- Appendix

APPENDIX TO THE FORM OF BID

i.	(a) Amount of Performance Guarantee to be deposited by financially successful bidder	As per Clause 1 of GCC
	(b) Amount of Security Deposit	As per Clause 1 A of GCC
Ii	Date for commencement of work	Date of letter of acceptance or date of handing over of site whichever is later.
Iii	Time for completion	06 months
iv.	Amount of compensation in case of extension of completion date due to delays by the Contractor	As per Clause 2 of GCC
v.	Defects Liability Period from the date of issue of "final completion certificate"	3 years from date of completion of works as certified by Engineer in charge
vi.	(a)Period of validity of Performance Guarantee	As per of GCC
	(b) Period of validity of Security Deposit	As per of GCC

Signature

(Authorized Signatory)

Date …….……. Name ……..

Place …….. ……. Address ……..

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

FORM 'T-1'

FINANCIAL INFORMATION

Name of Bidder: ……

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

   i) **Gross Annual Turnover on construction works** for last three years ending 31.03.2021

Financial Year	Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet
2018-19	Rs.
2019-20	Rs.
2020-21	Rs.
Average Annual Turnover over the past three years	Rs.

   ii) **Profit / Loss** for last Five years ending 31.03.2021

Financial Information in Rs. Equivalent	For year 2016-17	For year 2017-18	For year 2018-19	For year 2019-20	For year 2020-21
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/ Bidder.

Addition ……
Deletion……
Correction……
Over Writing……

FORM - 'T - 2'

DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED

DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH PREVIOUS TO THE ONE IN WHICH TENDERS 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 (as per FORM T-4) of the above works should also be submitted with date of start and completion of project and quality of work.

Signature of Applicant

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

FORM 'T - 3'

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	Up to date 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.....

FORM 'T - 4'

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	
07	**Date of completion :**	
	i) Stipulated date of completion	
	ii) Actual date of completion	
08	Components of work	
	SITC OF Elevators/LIFT	
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.....

Form 'T – 5'

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 (*attach attested photocopy*)	
	Organization / Place of Registration :	
	1.	
	2.	
	3.	
06.	Names and Titles of Directors & Officers with designation to be concerned with this work	
07.	Designation of individuals authorized to act for the organization.	
08.	Was the applicant ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and reasons of suspension of work.	
09.	Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.	
10.	Has the applicant or any constituent partner in case of partnership firm, ever been debarred/ black-listed for Biding in any organization at	

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

	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

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

Form 'T –6'

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

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

Signature of Applicant

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

Form-B-1

FORMAT FOR EMD/ BID SECURITY BANK GUARANTEE

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

WHEREAS, Bidder..... (Name of Bidder) (herein after called "the Bidder") has submitted his bid dated ..... (date) for **……** (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 **Deputy General Manager(ID),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 **Deputy General Manager(ID), HLL Infra Tech Services Limited(HITES),** the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this .....day of..... 2022 THECONDITIONS of this obligation are:

1) If after bid opening, 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 **Deputy General Manager(ID), HLL Infra Tech Services Limited (HITES), Thiruvananthapuram-695 012 or their representative** either up to the above amount or part thereof upon receipt of his first written demand, without the **Deputy General Manager(ID)**having to substantiates his demand, provided that in his demand **the Deputy General Manager(ID)**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 **Deputy General Manager(ID),** 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 ..... **SIGNATURE OF THE BANK**
WITNESS ..... **SEAL**
(SIGNATURE, NAME AND ADDRESS)

(*) 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 B-2

FORM OF PERFORMANCE BANK GUARANTEE

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

To,

DEPUTY GENERAL MANAGER(ID)
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 _____ (name of work) which expression shall include his successor and assignees, (herein after called HITES) having awarded to M/s ---------- ---------- having its Office at ……and Registered Office at - ---------- (hereinafter referred to as "the said Contractor (s)", which expression shall include his successor and assignees) for the work of _____ Contract No. / LOA 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 3% 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

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

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 anywise affected or suspended by reason of any dispute or disputes having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the 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 anywise 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 6 months from that date, that is before _____ all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities there under.

Notwithstanding anything contained herein above:

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

(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_____2022

For and on behalf of Bank.

Issued under seal :

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

AGREEMENT

AGREEMENT NO.

This agreement is made at **……**on the ---- day of --------- 2022 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 ----------and Registered Office at ---------- (hereinafter called the "Contractor" which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part.**

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

NOW THIS AGREEMENT WITHNESSTH as follows:

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

   Volume – I (NIT &Instructions to Bidders)

   Volume- II (GCC)

   Volume – III (Technical Specifications)

   Volume - IV (Financial bid and Bill of Quantities)

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

   Technical and Financial bids submitted by bidder.

3. In consideration of the payment to be made to the Contractor by the Client/KIIFB as hereinafter mentioned, the Contractor hereby covenants with HITES to executed and complete the Project by ---------- and remedy and defects therein in conformity in all respects with the provisions of the Contract.
4. Whereas HITES has accepted bid/ negotiated Bid for the above mentioned work on behalf of Client for an amount of Rs. _____ (Rupees _____Only). The above bid/ negotiated bid amount is inclusive of all prevailing taxes (excluding 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 make recommendation for payment to the Client/KIIFB in consideration of the execution and completion of the Project and the remedying of defects therein, the total Contract Price of Rs. ---------- only) being the sum stated in the letter of Acceptance (LOA) subject to such additions thereto or deductions

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

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

For and on behalf of the Contractor 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_____	in the Presence of Witness_____ Name _____ Address_____

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

Form D

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

(to be executed in non-judicial stamp paper duly notarized)

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.

For …….. (name of authorised representative of firm)

Witness:……..

Accepted :……. (signature & details of POA holder)

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

Form F

AFFIDAVIT

(To be prepared in a 100 rupee non-judicial stamp notarized, duly signed and sealed by the authorized signatory)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also herby certifies the our firm M/s _____ have neither abandoned any contract awarded to us nor such works have been rescinded, during the last five years prior to the date of this application.
3. The undersigned also hereby confirm that M/s _____ have not been under blacklisting or debarred or penalised from bidding by any government agency or public sector undertaking or judicial authority/arbitration body as on last date of submission of bid
4. The undersigned hereby authorize (s) and request (s) any bank, person, form or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the 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'.
9. The Undersigned hereby confirmed that we are not having any Litigation pending / in progress with HLL / HITES.
10. The Undersigned hereby confirmed that we have not suppressed any fact for being eligible to bid.

Signed by an Authorised Officer of the Firm

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

Form-G

UNDERTAKING

(In letter head of bidder)

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

Signed by an Authorised Officer of the Firm

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

EMD Form

Proforma for Earnest Money Deposit Declaration for MSME Bidder

Whereas, I/we ……..(name of agency) have submitted bids for ……. (name of work).

I/we hereby submit following declaration in lieu of submitting Earnest Money Deposit.

(1) If after the opening of bid, I/we withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,

Or

(2)If, after acceptance of bid, I/we fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

I/we shall be suspended for one year and shall not be eligible to bid for tenders invited by HITES from date of issue of suspension order.

Signature of the Bidder

Name of bidder with complete address & e-mail ID

(Note: the declaration shall be submitted by the MSME bidders in Rs.10/- non judicial stamp paper duly signed & sealed by the authorized signatory bidder and notarized)

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

Annexure -1 Checklist

CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID

TECHNICAL PACKAGE - Part I

Sl.No	Name of Document	Mode of submission	Page No.
1.	Non-refundable fee of Rs.5,900/- only as e-tender processing fee	Online	
2.	Bid Security/EMD of Rs.50,000/- or EMD Declaration Form		
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) and undertaking from OEM		
6.	Affidavit by Bidder (Form F) (To be prepared in a 100 rupee non-judicial stamp notarized, duly signed and sealed by the authorized signatory)		
7.	Affidavit/ Indemnity / Undertaking (Form G)		
8.	Form " Form "T-1" (Financial Information)		
9.	Form "T-2" (Details of works)		
10.	Form "T-3" (Project under execution of award)		
11.	Form "T-4" (Performance Report of Works)		
12.	Form "T-5" (Structure and Organization)		
13.	Form "T-6" (Details of Technical & Administrative personnel)		
14.	Copies of GST Registration as per clause 1.23/ ESI/EPF registration		
15.	Integrity Pact and Agreement duly signed by the authorized signatory on behalf of the bidder (as per Performa given in GCC Vol-II)		
16.	All pages of the entire tender, corrigendum/ addendum (if any)/ pre bid clarifications (if any) signed by the authorised person of the bidder/bidder.		
17.	Bid Security declaration by MSME bidders		
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-IV)	Online	

END OF VOLUME – I
(LAST PAGE)

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