

TENDER

FOR

**SITC OF FIRE PROTECTION SYSTEM FOR THE EXISTING
BUILDING FOR FACTORIES AND BOILERS, KAKKANAD, KOCHI**

**PART-I
TECHNICAL BID**

TENDER NO. HITES/IDS/19/05 dated 04.07.2019

July 2019



HLL INFRA TECH SERVICES LIMITED
(A Fully owned Subsidiary of HLL Lifecare Limited)
HLL Bhavan- Golden Jubilee block
Mahilamandiram Road
Poojappura, Thiruvananthapuram-695012
Ph: 0471 2775500

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DISCLAIMER

HLL Infra Tech Services Limited (HITES)-A fully owned subsidiary of HLL Lifecare Limited on behalf of Director Factories and Boilers has prepared this document to give interested parties background information on the Project. While HLL Infra Tech Services Limited and FACTORIES AND BOILERS have taken due care in the preparation of the information contained herein and believe it to be accurate, neither Director Factories and Boilers nor HLL Infra Tech Services Limited any of its authorities or agencies nor any of their respective officers, employees, agents or advisors gives any warranty or make any representations, express 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.

The information is not intended to be exhaustive. Interested parties are required to make their own enquiries and respondents to confirm, in writing, that they have done so and they did not rely solely on the information given herein. The information is provided on the basis that it is non – binding on The Director, Factories and Boilers or HLL Infra Tech Services Limited, any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

FACTORIES AND BOILERS reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest.

No reimbursement of cost of any type will be paid to persons or entities applying to the tender.

SCHEDULE FOR SUBMISSION OF BIDS

| EVENT | DATE |
|---|--------------------------|
| Date of downloading documents | 06.07.2019 to 16.07.2019 |
| Last date and time for submission of Tender | 16.07.2019 at 2.30 pm |
| Date and time for Opening of Technical Bid | 16.07.2019 at 3.30 pm |

The Tender documents containing the Technical Bid, Notice Inviting Tender, General Conditions of Contract, Bill of quantities & drawings can be downloaded from our website www.hllhites.com or www.lifecarehll.com or Central Public Procurement Portal.

The EMD of Rs. 35,020/-and tender document cost of Rs.2360/- has to be submitted to the below address along with the tender document . Failing which the bid is liable to be rejected.

The completed Tender should be submitted before the due date and time of submission at the following address.

Chief Engineer (Design)
HLL Infra Tech Services Ltd
HITES Bhavan, Poojappura P.O.
Thiruvananthapuram – 695 012,
Phone - 0471 2775500

HLL INFRA TECH SERVICES LIMITED
(A Fully owned Subsidiary of HLL Lifecare Limited)

NOTICE INVITING TENDER

Tender No. HITES/IDS/19/05 Dated 04.07.2019

HLL Infra Tech Services Limited on behalf of The Director, FACTORIES AND BOILERS invites **Item Rate Tenders in Two bid system** from eligible contractors/firms for the following work .

| Name of work & Location | Estimated cost (Rs) & Completion period | EMD (Rs`) | Date of downloading of tender documents | Last date of Submission of tender documents | Date of Opening of Technical bid |
|---|--|------------------|--|--|---|
| SITC of Fire Protection System for the existing Building for Factories & Boilers, Kakkanad, Kochi | Rs 17,51,044.00/- & 45 days | Rs. 35,020/- | 06.07.2019 | 16.07.2019 at 2.30 pm | 16.07.2019 at 3.30 pm |

The Tender documents containing the Technical Bid, Notice Inviting Tender, General Conditions of Contract, Bill of quantities & drawings can be downloaded from HLL/HITES website www.lifecarehll.com , www.hllhites.com & Central Public Procurement Portal from 06.07.2019 onwards and the cost of each tender document is **Rs.2360/-** (Rupees Two thousand three hundred and sixty only) shall be submitted along with the tender in the form of DD taken in favour of HLL Infra Tech Services Limited payable at Thiruvananthapuram.

The Chief Engineer (Design)
HLL Infra Tech Services Ltd
HITES Bhavan, Poojappura P.O.
Thiruvananthapuram - 695 012,
Phone - 0471 2775500

DEFINITIONS

1. **“APPLICANT”** means a reputed Indian firm having the required experience that has downloaded the tender document and applied for the same.
2. **“BID”** means the Tender document submitted by an Applicant interested in the Project in the prescribed format .
3. **“Project”** shall mean **SITC of Fire Protection System for the existing Building for Factories & Boilers, Kakkanad.**
4. **“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.
5. **“Bid Security/ Earnest Money”** shall mean the amount to be deposited by the Tenderer with the Tender.
6. **“Bid Validity”** shall mean the period for which the Bids shall remain valid.
7. **“Bidder”** shall mean the party participating in the Tendering process pursuant to and in accordance with the terms of this document.
8. **“Contract Agreement”** shall mean the agreement to be signed between the Successful Tenderer and the competent authority of HITES.
9. **“Contract Price”** shall mean the financial bid of the Successful Tenderer as accepted by the Client.
10. **“Client/ Owner/ Employer”** shall mean Factories and Boilers .
11. **“Project Management Consultant”** shall mean HLL Infra Tech Services Limited who is acting on behalf of Client.
12. **“YEAR”** means “Financial Year” unless stated otherwise

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SECTION I

NOTICE INVITING TENDER

1. HLL Infra Tech Services Limited on behalf of Factories and Boilers invites **Item Rate Tenders in Two bid system** from eligible contractors/firms for the following work
2. The work is estimated to cost **Rs 17,51,044.00/-**. This estimate however, is given merely as a rough guide.

The estimated cost of each component in Rupees is given below:

| Sl. No. | Item | Amount |
|---------------|----------------------------|--------------------------|
| Part I | Fire Fighting Works | Rs 17,51,044.00/- |
| | GRAND TOTAL | Rs 17,51,044.00/- |

3. Agreement shall be drawn with the successful tenderer and all the volumes of the tender document shall form part of the contract.
4. The time allowed for carrying out the work will be 10 days from the date of letter of acceptance or from the first day of handing over the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
5. The site for the work is available.
6. Tender Documents can be downloaded from the HLL/HITES web site www.lifecarehll.com, www.hllhites.com & Central Public Procurement Portal and from Central Public Procurement Portal and the cost of tender document (nonrefundable) shall be submitted along with the tender in the form of DD taken in favour of HLL Infra Tech Services Ltd. payable at Thiruvananthapuram failing which the tender will be rejected.
7. Tenders, which should be placed in sealed envelopes, as prescribed in Para 11 of Section II (Information & Instructions to Tenderers), will be received by the Chief Engineer (Design), HLL Infra Tech Services Ltd. Thiruvananthapuram upto 2.30 pm on 16.07.2019. The Technical Bid will be opened by him or his authorized representative in his office on the same day at 3.30 PM.
8. The Earnest money of Rs. 35,020/- in shape of demand draft or FDR or PAY ORDER or Banker's cheque of a scheduled bank or Rs. 17,510/- in the shape above and Rs. 17,510/- in the form of Bank guarantee as per form B valid for 6 months or more from the last date of receipt of tenders or any extension thereof issued in favour of "HLL Infra Tech Services Ltd. (HITES)" Payable at Thiruvananthapuram shall be submitted along with the tender document.

9. The contractor shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee in the form of an irrevocable guarantee bond of any scheduled bank or State Bank of India in accordance with the form prescribed within 10 days of issue of letter of acceptance.
10. The scope of the work is for the SITC of Fire Protection System for the existing Building for Factories & Boilers, Kakkanad.
11. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the form and the nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender implies that the tenderer has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having a bearing on the execution of the work.
12. HLL InfraTech Services Ltd does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.
13. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
14. HLL InfraTech Services Ltd does not bind itself to accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
15. The firm or contractor shall not be permitted to tender for work in case his near relative (s) (directly recruited or on deputation in HITES is/are posted in any capacity either non-executive or executive employee. The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any executive employee officer in the HITES or in the Ministry of Health and Family Welfare.
16. No Engineer of Gazetted rank or other Gazetted Officer employed in engineering or administrative duties in an Engineering Department of the Government of India/State Government or PSU's is allowed to work as a contractor for a period of two years after his retirement from Govt. service, without previous permission of the Govt. of India or HLL/HITES in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the

permission of the Govt. of India/State Government or PSU's as aforesaid before submission of the tender or engagement in the contractor's service.

17. The tender for the work shall remain open for acceptance for a period of 120 days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the HLL/HITES, then the HLL/HITES shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
18. This Notice Inviting Tender shall form a part of the Contract Document. In accordance with clause 1 of the contract, the letter of acceptance shall be issued first in favour of the successful Tenderer/Contractor. On such communication of acceptance, the successful Tenderer/Contractor shall, within 30 days from such date, formally sign the agreement consisting of:-
 - a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, forming part of the tender, and, as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - b) Agreement signed on non-judicial stamp paper as per Proforma annexed to the tender document.

HLL Infra Tech Services Limited

Chief Engineer (Design)

SECTION II

INFORMATION & INSTRUCTIONS FOR APPLICANTS

1.0 GENERAL:

- 1.1 Letter of transmittal and forms for Technical Evaluation are given in Section III.
- 1.2 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 applicant, it should be stated as “not applicable”. The applicants 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 applicant being summarily disqualified. Applications made by telegram or telex and those received late will not be entertained.
- 1.3 The application should be neatly type-written in English.
- 1.4 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing, dating and rewriting. Pages of the qualification document are numbered. Additional sheets, if any added by the contractor, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- 1.5 References, information and certificates from the respective clients certifying suitability, technical know how or capability of the applicant should be signed by an officer not below the rank of Executive Engineer or equivalent.
- 1.6 The applicant may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of tender document unless it is called for by the Employer/ HITES.
- 1.7 Any information furnished by the applicant found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of work for HLL Infra Tech Services Limited.
- 1.8 Prospective applicants may request clarification regarding the Tender document on before the date specified in the **“SCHEDULE FOR SUBMISSION OF APPLICATION”**. Any clarification given by the Employer will be posted in the web sites of HLL/HITES. No request for clarification will be considered after.

- 1.9 Joint Venture firms are not allowed to participate in the tender.

2.0 METHOD OF APPLICATION:

- 2.1 If the applicant is an individual, the applicant shall affix his signature above his name type written in full along with his current address.
- 2.2 If the applicant is a proprietary firm, the application shall be signed by the proprietor above his name type written in full along with the full name of his firm and its current address.
- 2.3 If the applicant 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 cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
- 2.4 If the applicant is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The applicant should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

3.0 FINAL DECISION MAKING AUTHORITY

The employer/HITES reserves the right to accept or reject any application and to annul the qualification process and reject all application at any time, without assigning any reason or incurring any liability to the applicants.

4.0 PARTICULARS PROVISIONAL

The particulars of the work given in Section 1 are provisional. They are liable to change and must be considered only as advance information to assist the applicant.

5.0 SITE VISIT

The applicant is advised to visit the site of work, at his own cost, and examine it and its surroundings by himself, collect all information that he considers necessary for proper assessment of the prospective assignment.

6.0 TENDER DOCUMENTS

- 6.1 The tender documents consisting of the following documents

1. Part-I- Technical Bid
2. Part-II – General Conditions of Contract
3. Part-III-Technical Specifications

4. Part-IV- Specification, BOQ and Price Bid

6.2 The tenderer is expected to examine carefully all the contents of the tender documents including instructions, conditions, forms, terms etc. and take them fully into account before submitting the offer. Failure to comply with the requirements as detailed in these documents shall be at the tenderer's own risk.

7.0 SUBMISSION OF THE TENDER DOCUMENTS

The tender document shall be submitted in two parts

1. Part- I- Technical Bid
2. Part-II- Price Bid

7.1 Part –I Technical Bid shall consisting of the following,

a. Earnest Money Deposit

Earnest Money Deposit, as detailed in clause 8 of NIT in original, placed in a separate sealed envelope and duly marked "Earnest Money Deposit".

b. Power of Attorney

Attested copy of Power of Attorney (in favour of the authorized signatory of the tenderer) to submit the tender.

c. Signed copies of Technical Bid, General Conditions of Contract & Drawings.

d. Letter of transmittal

The applicant should submit the letter of transmittal attached with this document.

e. Financial information

Applicant should furnish the Annual financial statement for the last three years (in Form "T1")

f. Experience in works / similar works

Applicant should furnish the following:

- A. List of all works of similar class successfully completed during the last three years (in Form "T2").

- B. List of the projects under execution or awarded (in Form "T3").
- C. Particulars of completed works and performance of the applicant duly authenticated/certified by an officer not below the rank of Executive Engineer or equivalent should be furnished separately for each work completed or in progress (generally as in Form "T4").
- g. Organization information

Applicant is required to submit the following information in respect of his organization (in Forms "T5" & "T6").

- A. Name & Postal Address, Telephone & Fax Number etc.
- B. Copies of original documents defining the legal status, place or Registration and principal places of business:
- C. Valid VAT/Works Contract Tax registration with Sales Tax Department.
- D. Names & Title of Directors and Officers to be concerned with the work, with designation of individuals authorized to act for the organization.
- E. Information on any litigation in which the applicant was involved during the last five years, including any current litigation.
- F. Authorization for employer to seek detailed references.
- G. Details & Expertise of the Applicants

7.2 Part –II Price Bid shall consisting of the following

- a. Completed Price bid

8.0 ELIGIBILITY CRITERIA FOR QUALIFICATION

The Tenderer should meet the following minimum eligibility criteria:

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

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

Or

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

Or

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

And

***“Similar Works”** shall mean SITC of firefighting system.

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.

- c. **Turnover:** Average annual financial turnover on construction works should be at least 50% of the estimated cost put to tender during the immediate last three consecutive financial year ending 31st March, 2018. The turnover should be of the Bidding Company and not for Group Company or subsidiary company etc.
- d. **Profit/ loss:** The bidder should not have incurred any loss (profit after tax should be positive) in more than Two years in last Five years ending FY 2017-18. This should be duly certified by the Chartered Account.
- e. Those who had done work/doing work in HLL/HITES 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 HLL shall be considered only after the litigation is completed.
- f. **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 got disqualified even though the documents submitted by them will meet the other eligibility criteria as above.**
- g. The bidder shall have GST registration. The copy of GST registration shall be submitted.
- h. The bidder shall have ESI/ EPF registration. The copy of valid ESI/EPF registration shall be submitted.
- i. Should not have been blacklisted by any Central/ State Government Department/Autonomous Body/PSU in last five years from the original last date of submission of the bid. The bidder shall submit duly notarized affidavit to this effect, as per prescribed format (Form “G”).
- j. Direct/ indirect Joint Ventures (JV)/ Consortium of any kind are not permitted.

9.0 EVALUATION OF TECHNICAL BID

9.1 The applicants will be evaluated in the following manner:

- i. The initial criteria prescribed in Para 8.1 to 8.6 above in respect of experience of similar class of works completed and financial turn over etc. will first be scrutinized and the applicant's eligibility for qualification for the work be determined.
- ii. The applicants qualifying the initial criteria as set out in Para 8.1 to 8.6 above HITES, however, reserves the right to restrict the list of qualified bidders to any number deemed suitable by it.

9.2 Even though an applicant may satisfy the above requirements, he would be liable for disqualification if he has:

- A. Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the pre-qualification document,
- B. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/ weaknesses etc.
- C. If the applicant, or any constituent partner in case of partnership firm, has been debarred/black listed or terminated for poor performance by any organization at any time or ever been convicted by a court of law, their application will be summarily rejected.

9.3 All tenderers who qualified based on Technical Bid shall be informed and their price bids shall be opened on the date and time mentioned in schedule of submission of Application. The price bids of the unqualified bidders shall be returned unopened.

10. SIGNING OF THE APPLICATION AND NUMBER OF COPIES

10.1 The tenderer shall prepare one original and duplicate set of the document. The tender documents (Part I- Technical bid & Part II- Price Bid) shall be stamped and signed on all pages by the person duly authorized to sign on behalf of the Applicant. The power of attorney duly notarized and on a stamp paper authorizing the person to sign and act on behalf of the firm should be submitted.

10.2 The completed tender shall be without alteration, overwriting, interlineations or erasures except those to accord with instructions issued by HLL or as necessary

to correct errors made by the tenderer. All amendments/ corrections shall be initialed by the person/ persons signing the tender.

10.2 An authorized representative shall have the authority to conduct all business and incur liabilities related thereto for and on behalf of the Applicant, during the process and thereafter.

11.0 SEALING AND MARKING OF APPLICATIONS

11.1 The Technical and Price bids shall be sealed in two separate envelopes, super scribed as PART-I Technical bid and PART-II Price Bid respectively. The two covers shall be sealed in a single large envelope and submitted on or before the last date and time for submission of the application. The envelopes shall be titled "SITC of Fire Protection System for the existing Building for Factories & Boilers, Kakkanad." clearly marked in English with name of the Applicant.

11.2 No responsibility will be accepted by the HITES for the misplacement or premature opening of a tender, not sealed or marked as per aforesaid instructions.

12 DEADLINE AND ADDRESS FOR SUBMISSION OF APPLICATIONS

12.1 Applications shall be submitted to HLL Infra Tech Services Limited, by hand or through registered post or courier service at the address given below and not later than 16.07.2019 at 2.30 pm. In respect of Applications received by post or courier, HITES shall not assume any responsibility for any delayed delivery. Documents submitted in connection with this tender will be treated confidential.

12.2 The Application should be addressed to

Chief Engineer (Design),

HLL Infra Tech Services Limited,

Golden Jubilee Block

HLL Bhavan, Poojappura P.O.

Thiruvananthapuram – 695 012

Phone - 0471 2775500

12.3 HITES may, at its discretion, extend the deadline for the submission of Tender, in which case all rights and obligations of HITES and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.

13.0 LATE APPLICATIONS

Application received after the dead line of submission of Application shall not be considered or opened under any circumstances.

14.0 VALIDITY OF APPLICATIONS

Application shall be valid for a period of 120 days from the last date of submission of Applications. HITES retain the right that in exceptional circumstances at its own discretion, it may ask the applicants to extend the validity of their application for a specified period. The Applicant not submitting the letter of extension of the validity period at that time shall not be further considered.

15.0 AMENDMENT OF TENDER DOCUMENTS

15.1 At any time prior to the deadline for submission of Applications, HITES either on its own or on request of the Applicant may amend the Tender Documents by issuing addenda.

15.2.1 An addendum issued shall be part of the Tender Documents and shall be informed to the bidders who have purchased the tender documents or shall be posted at the website of HITES as per the date specified in Schedule for submission of tender. The applicants are advised to check the websites specified above after the last date of issue of addendum and download the addendum issued, if any.

15.3 To give Applicants reasonable time to take an addendum into account in preparing their Applications, HITES may, at its discretion, extend the deadline for the submission of Applications.

16.0 WITHDRAWAL OF TENDERS

16.1 No modification or substitution of the submitted application shall be allowed.

16.2 A tenderer may withdraw its Tender after submission, provided that written notice of the withdrawal is received by HITES before the due date for submission of Applications. In case an applicant wants to resubmit his application, he shall submit a fresh application following all the applicable conditions.

16.3 The withdrawal notice shall be prepared in Original only and each page of the notice shall be signed and stamped by authorized signatories. The copy of the notice shall be duly marked "WITHDRAWAL".

17. TECHNICAL BID OPENING & EVALUATION

- 17.1 The covers containing Tender Security and Technical bid will be opened in the presence of the authorized representatives of bidders at the date and time prescribed in the schedule of submission of Application.
- 17.2 In case the bidder's technical submittal is found non-responsive with the qualification requirements, the same is liable to be rejected. The price bid of bidders who do not qualify based on the evaluation of technical bids shall be returned unopened.

18.0 PRICE BID OPENING

The price bid of only the qualified bidders will be opened. Evaluation of the financial offer will be based on price quoted by the contractor. Any subsequent alteration in prices shall not be given any cognizance.

19.0 AWARD CRITERIA

HITES will award, the contract to the tenderer, whose tender has been determined to be subsequently responsive, complete and in accordance with the tender documents, and whose total evaluated price for undertaking the entire project as per the tender documents is the lowest.

20.0 EMPLOYER'S RIGHT TO ACCEPT AND TO REJECT ANY OR ALL TENDERS.

- 20.1 The employer reserves the right, without being liable for any damages or obligation to inform the applicant, to:
- A. Amend the scope and value of contract to the applicant.
 - B. Reject any or all of the applications without assigning any reason.
- 20.2 Any effort on the part of the applicant or his agent to exercise influence or to pressurize the employer would result in rejection of his application. Canvassing of any kind is strictly prohibited.

21.0 JURISDICTION

All disputes arising shall be subject to the jurisdiction of the appropriate court at Thiruvananthapuram, India and will be governed by the laws of India.

19.0 SPECIAL CONDITIONS

- 1) The invoice/ bills shall be raised in the name of client account HITES and the same shall be submitted to the HITES Engineer in charge.
- 2) TIN no. of HITES should not be mentioned in any of the documents as HITES is acting on behalf of the client in the capacity of consultant alone.
- 3) Warranty of the works has to be given in the name of client.
- 4) The completed works shall be handed over to the client after due verification by HITES.
- 5) Construction site should be properly barricaded by GI sheets.
- 6) Site office and furniture shall be provided by the contractor.

SECTION-III

SCOPE OF WORK

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

SITC of Fire Protection System for the existing Building for Factories & Boilers, Kakkanad.

2. The activities to be carried out for the completion of the Project shall include the following and any additional activities incidental to these:
 - i. Getting approvals/ permissions of the statutory/ local/ governmental agencies as required incidental to completion.
 - ii. Obtaining NOC's from statutory/ local/governmental agencies.

All expenditure on this account will be borne by the contractor. Statutory payment on this account will be reimbursed by Client/ HITES at actuals on production of payment receipts.

**SECTION IV
LETTER OF TRANSMITTAL**

From:

To

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

Subject: SITC of Fire Protection System for the existing Building for Factories & Boilers, Kakkanad.

Sir,

Having examined the details given in the Tender press notice and Qualification documents for the above work, I/we hereby submit the qualification document and other relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed forms A to F and accompanying statements are true and correct.
2. I/We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
3. I/We also authorize HITES to approach individuals, employers, firms and corporation to verify out competence and general reputation
4. I/We submit the following certificates in support of our suitability, technical know-how and capability for having successfully completed the following works:

Name of work

Certificate from

Enclosures.

Seal of applicant

Date of submission

Signature(s) of Applicant

FINANCIAL INFORMATION

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

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

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

ii) Profit / Loss for last Five years ending 31.03.2018

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

Signature of Chartered
Accountant with Seal

Signature of Applicant.

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

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

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

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

Signature of Applicant

PROJECT UNDER EXECUTION OR AWARDED

| Sl. No | Name of Work/ Project & location | Owner of sponsori ng Organiza tion | Cost of Wor k | Date of Commence ment As per contract | Stipulat ed Date of completi on | Uptodate Percentage Progress of work | Slow Progress, If any, & reasons thereof | Name & address/ Telephone No. of officer to whom reference may be made | Re ma rks |
|---------------|---|---|----------------------|--|--|---|---|---|------------------|
| (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

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

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

Dated : _____

Executive Engineer or Equivalent

STRUCTURE & ORGANIZATION

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

| | | |
|-----|---|--|
| 10. | Has the applicant or any constituent partner in case of partnership firm, ever been debarred/ black-listed for Biding in any organization at any time? If so, give details. | |
| 11. | Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a Court of Law? If so, give details. | |
| 12. | In which field of Services the applicant has specialization and interest? | |
| 13. | Any other information considered necessary but not included above. | |

Signature of Applicant

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

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

Signature of Applicant

FORMAT FOR EMD/ BID SECURITY BANK GUARANTEE

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

To

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

WHEREAS, Bidder..... (Name of Bidder) (herein after called "the Bidder") has submitted his bid dated (date) for (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 **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 **HITES**, the Bank binds itself, his successors and assigns by these presents.

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

- 1) If after bid opening of bid; the Bidder withdraws, his bid during the period of validity of bid (including extended validity of bid) specified in the Form of Bid;
- 2) If the Bidder having been notified of the acceptance of his bid by HLL.
 - (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 **HITES** either up to the above amount or part thereof upon receipt of his first written demand, without the **HITES** having to substantiates his demand, provided that in his demand **the HITES** 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 **HITES** notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE
WITNESS
(SIGNATURE, NAME AND ADDRESS)

SIGNATURE OF THE BANK
SEAL

(*) Date to be worked out on the basis of validity period of ____months from the last date of submission of bid.

FORM OF PERFORMANCE BANK GUARANTEE

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

To,

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

Dear Sir,

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

1. We,_____ (hereinafter called 'The Bank' which expression shall include its successors and assignees) hereby jointly and severally undertake to guarantee the payment to the HITES in rupees forthwith on demand in writing and without protest or demur or any and all moneys payable by the Contractor to the HLL 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 HLL to the Bank with reference to this guarantee upto an aggregate limit of Rs._____(Rupees _____ only).
2. We_____ Bank Ltd. further agree that the HLL 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 HLL 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 HLL from time to time shall be final and binding on us.
3. The HLL shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other Security in respect of the Contractor's obligations and liabilities hereunder or to vary the Contract or the work to be done there under vis-a-vis the Contractor or to grant time or indulgence to the Contractor or to reduce

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

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

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

Notwithstanding anything contained herein above:

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

Dated _____ day of _____ 2019

For and on behalf of Bank.

Issued under seal :

FORM OF AGREEMENT

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

Second Part

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

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

NOW THIS AGREEMENT WITNESSTH as follows:

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

Volume - I (Technical Bid)

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

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

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

| | |
|---|--------------------------------------|
| For and on behalf of the Contractor | For and on behalf of the HLL |
| Signature of the authorized official | Signature of the authorized official |
| Name of the Contractor Stamp / Seal of the Contractor | Name of the official Stamp / Seal |
| SIGNED, SEALED AND DELIVERED By the said | By the Said |
| on behalf of the Contractor: | on behalf of the HLL |
| in the presence of: in the Presence of Witness_____ | Witness_____ |
| Name _____ | Name _____ |
| Address_____ | Address_____ |

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

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

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

AFFIDAVIT

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

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that our firm M/s _____ have neither abandoned any contract awarded to us nor such works have been rescinded, during the last five years prior to the date of this application.
3. The undersigned also hereby confirmed M/s _____ have not been blacklisted/debarred/penalised by any government agency or public sector undertaking or judicial authority/arbitration body.
4. The undersigned hereby authorize (s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the HLL.
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/HLL 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 HLL website. If it is found during the tender stage or later that the BOQ is modified by us, the HLL shall have the right to reject our bid'.

Signed by an Authorised Officer of the Firm

UNDERTAKING

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

Signed by an Authorised Officer of the Firm

**END OF VOLUME – I
(LAST PAGE)**