

**M/s HLL Infra Tech Services Ltd. (HITES)**  
(Subsidiary of HLL Lifecare Ltd., A Government of India Enterprise)

**Executing Agency of**  
**Ministry of Health & Family Welfare,**  
**Government of India, New Delhi**

**INVITES**

**e-TENDER**

**FOR**

**Construction for Upgradation of Srirama Chandra Bhanja Medical  
College & Hospital, Cuttack (Odisha)**

**Under**

**Pradhan Mantri Swasthya Suraksha Yojna, Phase-IV**  
**(PMSSY-IV)**

**Volume- I**

**Notice Inviting Bids & Instructions to Bidders**

**Tender No. HITES/IDN/SCB-CTK/2018-19**



B-14A, Sector – 62,  
NOIDA (UP) -201307

Phone no: 0120-4071500, Fax no: 0120-4071513

**(September, 2018)**

**Ministry of Health & Family Welfare (MoHFW), Government of India**  
**NOTICE INVITING e-TENDER**

(As it appeared in National Media)

HLL Infra Tech Services Ltd. (HITES) as Executing Agency of MoHFW, Government of India invites bids through e-tendering from eligible contractors for the following work under Pradhan Mantri Swasthya Suraksha Yojna (PMSSY) Phase-IV:

<b>Name and description of work</b>	<b>Estimated Cost</b>	<b>Completion Period</b>	<b>Last date to upload bids through e-tendering</b>	<b>Bid Security</b>
Construction for Upgradation of S.C.B Medical College & Hospital, Cuttack, Odisha	Rs 134 Cr.	16 Months	15.10.2018 up to 15:00 Hrs	Rs 1.44 Cr.

For details, please visit [www.hllhites.com/tenders](http://www.hllhites.com/tenders),  
<http://www.mstcecommerce.com/eprochome/hites> and <https://eprocure.gov.in>.  
 Amendments, if any, will be notified on these websites only.

**The above notice was published in the following newspapers on 19.09.2018:**

1. Hindustan Times (All Edition) - English
2. Navbharat Times (All Edition) – Hindi
3. The Hindu (All Edition) –English
4. Sambad – Oriya

## **DISCLAIMER**

This document has been prepared by M/s HLL Infra Tech Services Ltd. (HITES) as Executing Agency of Ministry of Health & Family Welfare, (MoHFW), Govt. of India. The information is provided to prospective Bidders, who are interested to Bid for **Construction for Upgradation of Srirama Chandra Bhanja Medical College & Hospital, Cuttack (Odisha) under PMSSY (Ph.-IV)**.

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

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

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

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

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

## Definitions

1. **“Application”** shall mean the response submitted by interested parties.
2. **“BID/Tender”** shall mean documents issued by M/s HLL Infra Tech Services Ltd. (HITES) to the prospective Bidder. The word “Tender” is synonymous with **“Bid”**.
3. **“Bid Security/ Earnest Money”** shall mean the amount to be deposited by the Bidder with the Tender.
4. **“Bid Validity”** shall mean the period for which the Bids shall remain valid.
5. **“Bidder”** shall mean the party participating in the Tendering process pursuant to and in accordance with the terms of this document. The word **“Tenderer”** is synonymous with **“Bidder”**.
6. **“Contract Agreement”** shall mean the agreement to be signed between the Successful Tenderer and the competent authority of M/s HLL Infra Tech Services Ltd. (HITES) / their authorized representative.
7. **“Contract Price / Tendered Value”** shall mean the financial bid of the Successful Tenderer as accepted by the Client.
8. **“Date of commencement of work”** shall mean the date of Start as specified in the Schedule “F” or the date of handing over of the site, whichever is later in accordance with the phasing if any, as indicated in the tender document.
9. **“Defects Liability Period”/“Maintenance Period”** means the period after completion of the Project during which the MoHFW or his authorized representative / Engineer-in-charge/HITES that will notify to the Contractor any defect noticed in the work and the Contractor is liable for rectification of such defects. Proof of dispatch of letter notifying the defect/ intimating the representative of Contractor at site on the last date of Defect liability period will make the Contractor liable for rectify all such defects.
10. **“Employer/Principal Employer”** means **M/s HLL Infra Tech Services Ltd. (HITES) as Executing Agency of Ministry of Health & Family Welfare, Government of India.**
11. **“Engineer in Charge” (EIC)** means the Engineer Officer as mentioned in the schedule “F” hereunder, as authorized by M/s HLL Infra Tech Services Ltd. (HITES).
12. **“Evaluation Committee”** shall mean the committee constituted by M/s HLL Infra Tech Services Ltd. (HITES) for the evaluation of the bids.
13. **“GST”** shall mean Goods and Service Tax.
14. **“HITES”** shall mean M/s HLL Infra Tech Services Ltd., appointed by MOH&FW as a Executing Agency for the project.
15. **“ITB”** means **Instructions to Bidders**
16. **“Letter of Award”** shall mean the letter issued by M/s HLL Infra Tech Services Ltd. (HITES) to the Successful Tenderer inviting him to sign the Contract Agreement.
17. **MoHFW** shall mean **Ministry of Health & Family Welfare.**
18. **“NIT”** means **Notice Inviting Tender.** The word **“Notice Inviting Tenders”** is synonymous with **“Notice Inviting Bids”**.

19. **“Performance Guarantee”** shall mean the amount to be paid by the Successful Tenderer as per relevant clause mentioned elsewhere.
20. **“PMSSY”** shall mean **Pradhan Mantri Swasthya Suraksha Yojana**.
21. **“Project”** shall mean **Construction for Upgradation of Srirama Chandra Bhanja Medical College & Hospital, Cuttack (Odisha) under PMSSY (Ph.-IV)**.
22. **“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.
23. **“Successful Tenderer”** shall mean the Tenderer declared technically and financially successful for the Project and with whom, the Contract Agreement shall be signed.
24. **“Similar Works”** as defined in eligibility criteria.
25. **“Scheduled banks”** mean **“Scheduled Commercial Banks”**
26. **“Tender/ Bid Processing Fee”** shall mean the amount to be paid by the Tenderers in consideration of the cost of bid document.
27. **“Transaction Fee”** shall mean the amount to be paid by the Tenderers in consideration of registration on e-tender portal.
28. **“YEAR”** means “Financial Year” unless stated otherwise.

**M/s HLL Infra Tech Services Ltd. (HITES)**

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

**Executing Agency of****Ministry of Health & Family Welfare, Government of India, New Delhi****SECTION-I****NOTICE INVITING e-TENDER**

Tender No. HITES/IDN/SCB-CTK/2018-19

Dated 19.09.2018

1. M/s HLL Infra Tech Services Ltd. (HITES), (Subsidiary of HLL Lifecare Ltd., A Government of India Enterprise), B-14A, Sector – 62, NOIDA (UP) -201307 as Executing Agency of Ministry of Health & Family Welfare, (MoHFW), Govt. of India, New Delhi invites Item Rate bids through e-tendering from eligible contractors/firms on behalf of MoHFW for the work of **“Construction for Upgradation of Srirama Chandra Bhanja Medical College & Hospital, Cuttack (Odisha) under PMSSY (Ph.-IV).”** The scope of work includes construction of a Super-Specialty Block with allied services.

Name and Description of work	Estimated cost (Rs.)	Completion period of Work (Months)	Date & time of pre-bid meeting	Last Date & Time to receive pre-bid queries through e-tender portal	Last date to upload the tender through e-tendering	Date of opening of tender	EMD/ Bid Security amount (Rs.)
Construction for Upgradation of S.C.B Medical College & Hospital, Cuttack, Odisha	134 Cr.	16 (Sixteen Months)	25.09.2018 at 11:30 Hrs.	26.09.2018 at 17:00 Hrs.	15.10.2018 Upto 15:00Hrs.	15.10.2018 at 15:30Hrs.	Rs 1.44 Cr.

\* For MSE registered bidders, the tender documents will be free of cost and such bidders will be exempted from EMD. However, such bidders will have to pay the Transaction Fee on e-tender portal.

The tender is being uploaded on following websites:

- i. [www.hllhites.com/tenders/](http://www.hllhites.com/tenders/) - For wide publicity
- ii. CPP portal <https://eprocure.gov.in> - For wide publicity
- iii. e-tender portal <http://www.mstcecommerce.com/eprochome/hites> - For wide publicity and e-tendering

The bidder would be required to register at <http://www.mstcecommerce.com/eprochome/hites>. **This registration is free of cost.**

The bidder is required to have Class III-B (Signing and Encryption) Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities. The DSC should be valid atleast for a period of six months from the date of start of bidding. After submission of bid the contractor can re-submit revised bid any number of times but before the last time and date of submission of bid as notified. While submitting the revised bid, the contractor can revise the rate of one or more item(s) any number of times, but before the last time and date of submission of bids as notified.

The bidder would be required to pay online Bid Transaction Fee to the Portal Service Provider (MSTC) and Tender/ Bid processing fee to HITES. Both these are to be paid online as follows:

- i. Bid Transaction Fee to MSTC : Rs. 17,700 only (inclusive of GST).
- ii. Tender/ Bid Processing Fee to HITES : Rs. 28,000 only (inclusive of GST).

The bidders are required to submit EMD and documents as described in Section-II, Volume-I and Checklist as per Annexure-I to the office of The Vice President (ID), M/s HLL Infra Tech Services Ltd. (HITES), B-14A, Sector – 62, NOIDA (UP) in respect of above works before date and time fixed for opening of bid either by speed post/ registered post or by hand, failing which the bid will be declared non-responsive. The Bid can only be submitted after uploading the prescribed scanned documents. **All forms and formats are given at the end of Volume-I.**

**Bank Details of HLL Infra Tech Services Ltd. are as under for the purpose of preparation of Bank Guarantee only:**

**Name of Beneficiary: HLL Infra Tech Services Ltd.**

**Bank: HDFC Bank Limited, Sector-18, Noida,**

**Current Account No. : 57500000119955**

**IFSC Code: HDFC0000088**

The complete set of Tender Documents comprising six Volumes I, II, III, IV, V & VI shall be made available, as per above schedule, on the above mentioned websites.

The interested applicants/contractors/firms may like to attend the pre bid meeting which will be held at the Office of The Vice President (ID), M/s HLL Infra Tech Services Ltd. (HITES), B-14A, Sector – 62, NOIDA (UP) as per schedule indicated above.

HITES 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 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.

### 1.1. **Eligibility Criteria**

The Tenderer should meet the following minimum eligibility criteria:

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

- (a) Experience should be in the name of the bidding company and not in subsidiary/ associate company/ Group Company etc.
- (b) Experience of having successfully completed works during the last 7 years. The works completed upto previous day of last date of submission of tenders shall be considered.

Three similar completed works each costing not less than the amount equal to Rs. 53.60 Crs.,

Or

Two similar completed works each costing not less than the amount equal to Rs. 80.40 Crs.

Or

One similar completed work of costing not less than the amount equal to Rs. 107.20 Crs.

- (c) **“Similar Works”** shall mean, minimum one work of atleast Five storey building including work of specialized E&M services of substation and HVAC. For this purpose, each basement, stilt constructed with the building shall be construed as a storey.

Work of substation and HVAC, if executed under a separate contract by the applicant may also be considered for the purpose of assessing the technical competence only without adding its monetary value for determining the eligibility criteria.

- (d) 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 previous day of last date of submission of tenders.
- (e) Own works / work under the same management / own certification of the bidder shall not be considered for pre-qualification.
- (f) To become eligible to bid, the bidders shall have to submit an affidavit with their bids as per the Form “Affidavit for having executed eligible similar works directly and not through another contractor on back to back basis” as per format enclosed, on a Non-judicial stamp paper of appropriate value and reproduced hereunder.

“I/We undertake and confirm that eligible similar works(s) as mentioned in the Form “Details of all Works of Similar Nature Completed” has/have been executed by us directly and has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of HITES/MoHFW, then I/we shall be debarred for tendering in HITES/MoHFW contracts in future forever. Also, if such a violation comes to the notice of



HITES/MoHFW before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.”

- (g) **Turnover:** Average annual financial turnover on construction works should be at least 50% of the estimated cost during the immediate last three consecutive financial year ending 31st March, 2018. The year in which no turnover is shown, would also be considered for working out the average. The turnover should be of the Bidding Company and not for Group Company or subsidiary company or Group of companies etc.
- (h) **Profit /loss & Net worth:** The Company should have a positive Net Worth and should have incurred loss in not more than Two years in last Five years ending FY 2017-18. This should be duly certified by the Chartered Account with FRN No (Net worth = Owners Fund – Miscellaneous assets written off in Balance sheet). Net Worth shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.
- (i) **Solvency Certificate:** Solvency of the amount equal to 40% of the estimated cost of the work (Rs. 53.60 Crs.).
- (j) Direct / indirect Joint Ventures (JV)/ Consortium of any kind are not permitted.

1.2. The time allowed for carrying out the work will be **16 Months (Sixteen 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.

1.3.

- i. The site for the work is being made available.
- ii. The architectural drawings and structural drawings shall be made available in a phased manner, as per requirement and as per approved programme of completion submitted by the contractor after the award of work.

1.4. The bid submitted shall become invalid and the Transaction Fee & Tender/ Bid 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 between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority.

1.5. The Contractor, whose tender is accepted, will be required to furnish performance guarantee 5% (Five Percent) of the tendered amount within the period specified in Schedule 'F'. This guarantee shall be in the form of fixed deposit receipt (FDR) or Banker's Cheque or Demand Draft or Bank Guarantee of any scheduled commercial bank based in India, in favour of "HLL Infra Tech Services Ltd. (HITES)" as per format enclosed. **Performance Bank Guarantee to be valid up to sixty days beyond the stipulated date of completion or the extended period, thereof.**

- 1.6. 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.
- 1.6.1. 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) within the period specified in schedule F.
- 1.7. **Evaluation of performance :**
- Evaluation of the performance of contractors for eligibility shall be done by The Vice President (ID), HITES. If required, the works executed by the bidders who otherwise qualify may be got inspected by The Vice President (ID), HITES or a committee or any other authority as decided by HITES/MoHFW.
- 1.8. Bidders 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 other conditions, factors etc. having a bearing on the execution of the work.
- 1.9. The Competent Authority for & on behalf 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.
- 1.10. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 1.11. The competent authority on behalf 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.
- 1.12. The Bidder shall not be permitted to tender for works in case his near relative is Gazetted officer in Ministry of Health and Family Welfare or in the Managerial cadres of HITES and is directly dealing with the Project PMSSY. Any breach of this condition by the contractor would disqualify him from participation and consideration in the tender process.

- 1.13. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India 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.
- 1.14. The tender for the works shall remain open for acceptance for a period of **180 (ONE HUNDRED AND EIGHTY)** days from the LAST date of submission of bid or any extension thereto. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, then the Client shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the re-tendering process of the work.
- 1.15. The scope of work includes construction of a Super-Specialty Block with allied services. The work includes a number of specialized Civil/Electrical/ Mechanical/ Electronic Engineering services etc. to be executed as integral parts of the project by engaging specialized agencies in each case meeting the eligibility criteria and after approval by the Engineer-in charge.

Some of the Specialized Services (as applicable) are: -

- i. Electrical Installation (Internal & External)
- ii. Comprehensive Fire Fighting/Protection /Alarm System
- iii. HT & LT Installation, Substation, DG Sets
- iv. Comprehensive HVAC
- v. Lifts
- vi. PA, CCTV & Security Systems, EPABX/ Communication Systems, NET/LAN Systems, UPS and BMS
- vii. Solar energy Systems.
- viii. Water proofing treatment works
- ix. Aluminum door and windows, aluminum partition etc.
- x. Aluminum composite panel & Structural glazing work
- xi. Anti-termite chemical treatment
- xii. Signage
- xiii. Water treatment plant
- xiv. HT & LT switch gear
- xv. Air conditioning plants
- xvi. Lifts, escalator and conveyers
- xvii. Gas plants

- xviii. Transformers
  - xix. Diesel generating sets
  - xx. Refrigerator
  - xxi. Water coolers
  - xxii. Public address systems
  - xxiii. EPABX system
  - xxiv. Security System and Alarm
  - xxv. Building Automation/ Management System
  - xxvi. Firefighting
  - xxvii. CCTV and allied equipment
  - xxviii. Access control system
  - xxix. Bore well
- 1.16. This being a composite tender, the Bidder must associate with himself agencies otherwise eligible to tender for other components individually including specialized services for which an affidavit/undertaking as per format enclosed should be submitted along with the Technical Bid.
- 1.17. **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.
- 1.18. The bidder/firm will indemnify MoHFW/HITES, as the case may be, against all penal/ legal/ criminal action that may be levied/effectuated by any concerned authority for any safety, 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/penalty/compensation directly to the concerned authority. An undertaking in this regard is required to be submitted by applicants along with prequalification. The Form is enclosed at the end of Volume-I.
- 1.19. GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and HITES will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.
- 1.20. 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 15 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.

- 1.21. Standard CPWD forms as mentioned in Schedule 'F' consisting of following shall also form part of the contract:
- 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 HITES or its contractors.
  - iv. CPWD Contractors Labour regulations
  - v. List of Acts and Omissions for which fines can be imposed.

1.22. **Bid document consists of :**

- a. Volume – I (Notice Inviting Tenders (NIT) & Instructions to Bidders (ITB))**
- b. Volume – II (General Conditions of Contract)**
- c. Volume – III (Specific Conditions of Contract)**
- d. Volume – IV (Technical Specifications)**
- e. Volume – V (Bill of Quantities)**
- f. Volume – VI (Tender Drawings)**

**All amendments(s)/ corrigenda/minutes of the pre-bid meeting, if any.**

## **SECTION-II**

### **INSTRUCTIONS TO BIDDERS (ITB)**

#### **2. Introduction:**

The Project PRADHAN MANTRI SWASTHYA SURAKSHA YOJNA (PMSSY) has been launched by the Government of India with the objective of providing tertiary health care and quality medical education to the underserved areas of the country.

These Institutions will provide leadership in the area of medical and nursing education, biomedical research and in the application of sophisticated medical technology to patient care and at affordable cost.

#### **2.1. Eligibility Criteria : As per Notice inviting Bids**

#### **2.2. Disqualification.** Even if a Contractor meets the eligibility criteria as, Executing Agency 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 HITES for the purpose.

##### **2.3.2. Pre-Bid Meeting**

HITES shall conduct pre-Bid meeting(s) at the time and venue mentioned in Notice Inviting Bid. Bidders are requested to submit their queries online on the e-tender portal as per the schedule detailed above in Section-I of this document. The bidders need to register on the e-tender portal, i.e., <http://www.mstcecommerce.com/eprochome/hites> in order to submit their queries. The registration on the e-tender portal is free of cost. No other queries shall be entertained or replied to. HITES' response (including an explanation on the query but without identifying the source of the inquiry) will be uploaded on website of HITES [www.hllhites.com/tenders/](http://www.hllhites.com/tenders/), e-tender portal <http://www.mstcecommerce.com/eprochome/hites> and CPP portal <https://eprocure.gov.in>.

## 2.4. Clarifications

A prospective bidder 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 to any request for clarification which is received by the stipulated date and time to receive pre-bid queries. Only the communication / clarification that are submitted in the portal will be considered as valid.

### **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. 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.

#### 2.4.1. 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 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, where applicable.

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 only in two packages namely the Technical Package and the Financial Package. The contents of the technical and financial package are as mentioned hereinafter.



**d) Alternative Proposal by bidders:**

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

**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.
- 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.
  - vi. If private works are shown in support of eligibility, certified copy of the tax deducted at source certificate (TDS) shall be submitted along with the experience certificate and the TDS amount shall tally with the actual amount of work done.

## 2.5. Contents of Technical Package:

The technical package, clearly labelled as “**TECHNICAL PACKAGE**”, has to be submitted in two parts.

### (A) **Technical Package-I**

#### **Envelope No. 1: This shall comprise of:**

#### **I. Bid Security, in original: Shall be submitted in physical form/hardcopy in ORIGINAL in Envelope no. 1 and also a scanned copy be uploaded online.**

- a. The Bidder shall enclose EMD with their Bid for an amount, as mentioned in Notice Inviting Bids.
- b. The EMD will be in the form of demand draft of a scheduled bank issued in favour of “HLL Infra Tech Services Ltd. (HITES)” payable at New Delhi or fixed deposit receipt or Banker’s cheque or Bank Guarantee in favour of “HLL Infra Tech Services Ltd. (HITES)” as per format enclosed, having validity for six months or more from the last date of receipt of tenders or any extension thereof. The Bank guarantees should be irrevocable and operative for a period of six months or more from the last date of receipt of tenders or any extension thereof.
- c. Bids not accompanied by EMD, shall be treated as non-responsive, and will be summarily rejected by HITES.
- d. The Bid securities of unsuccessful Bidders shall be discharged/ returned by HITES in not later than 30 days after the expiration of the period of Bid Validity.
- e. The Bid Security shall be forfeited if a bidder withdraws his bid during the period of bid validity or in the case of the successful bidder, if he fails to furnish the necessary performance security or enter into the Contract within the specified time limit.
- f. MSE Registered Bidders would be exempted from Bid Security/ EMD.

#### **Envelope No. 2 Shall be submitted in physical form/hardcopy in ORIGINAL in Envelope no. 2 and also scanned copies be uploaded**

**online. This shall comprise of:**

- II. Form of Bid and Appendix to the Form of Bid, duly signed and filled as per format enclosed.
- III. Power of Attorney in favour of person signing the Bid on a Non-judicial stamp paper of appropriate value as per format enclosed. Please also read details given later in this Section.
- IV. Affidavit by the Bidder to the correctness of the statements made in the Bid on a Non-judicial stamp paper of appropriate value as per format enclosed.
- V. Affidavit for having executed eligible similar works directly and not through another contractor on back to back basis, as per format enclosed, on a Non-judicial stamp paper of appropriate value
- VI. Solvency Certificate as per format enclosed.
- VII. GST Registration as per format enclosed/ 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.
- VIII. Undertaking indemnifying HITES/MoHFW against all penal/legal/criminal action as per the format enclosed.

**(B) Technical Package-II**

**Shall be submitted online only duly digitally signed** and stamped by authorized signatory and comprise the following:

- I. Undertaking to engage specialized agencies after approval of HITES as per format enclosed.
- II. Financial Information – Annual Audited Financial Statement for the last five years as per format enclosed.
- III. List of all works of similar nature successfully completed during the last seven years as per format enclosed.
- IV. Performance Report of Works as per format enclosed.
- V. Structure and Organization as per format enclosed.
- VI. PAN Number and EPF Registration/ 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.
- VII. Integrity Pact and Agreement duly signed by the person authorized to sign the bid on behalf of the bidder (as per Performa given in GCC, Vol-II).
- VIII. All pages of the entire Corrigenda/ addenda (if any)/ pre bid clarifications (if any) signed by the authorized person of the bidder/bidder
- IX. All TDS Certificates of Private Sector Projects for the works executed in India.
- X. Any other document, if it becomes necessary as per the bid document.

## 2.6. Contents of Financial Package

The financial package (**VOLUME V - BILL OF QUANTITY/ PRICE BID**) should be submitted **ONLINE** only.

The quoted rates should include all costs associated with the Project including any out of pocket / mobilization expenses. Quoted rates shall include all prevailing taxes including Goods and Services Tax, Building and other Construction Workers welfare Cess and any other applicable statutory taxes, levies till the last stipulated date for the receipt of tender including extensions if any.

GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and HITES will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.

The Bidder must ensure to fill up rate against each item of financial bid. If any cell is left blank then value of that cell shall be treated as "0" (ZERO). 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.

The successful bidder shall submit within 15 days from the date of Letter of Award, the breakup (in terms of Base rate + GST) of total quoted amount of each item of Financial Bid.

## 2.7. Language of Bid

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

## 2.8. 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.

## 2.9. 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.

## 2.10. Format and Signing of Bid

- a. Bid documents (Technical Package-II and Financial Package) shall be digitally signed by a person duly authorized to sign the Bid documents. The Bidder shall also submit a power of attorney authorizing the person signing the documents.
- b. Entries to be filled in by the Bidder shall be typed or written in indelible ink.
- c. The complete Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by HITES, 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.

### 2.11. 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-I and Technical Package-II. 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. 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.

### 2.12. Submission of Bids

- i. Bids should be submitted online to:
- The Vice President (ID)  
M/s HLL Infra Tech Services Ltd. (HITES)  
B-14A, Sector – 62, NOIDA (UP) -201307  
Executing Agency  
Ministry of Health & Family Welfare, Govt. of India
- ii. The last date for submission of completed Bids is given in Notice Inviting Bids. HITES may, at their discretion, extend this date, in which case all rights and obligations of HITES and the Bidder shall thereafter be subjected to the new deadline as extended. If such nominated date for submission of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date for submission of Bid.
- iii. Required documents which are required to be submitted in original as per mode defined in Checklist at Annexure I of Volume I, shall be submitted by hand or

through speed post/ registered post or courier service at the address mentioned above. HITES shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of said documents in time.

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

**v. Modifications/ Substitution/ Withdrawal of Bids**

- a. No modification or substitution of the submitted Bid shall be allowed after last date and time of submission of bids.
- b. A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by The Vice President (ID), HITES, B-14A, Sector – 62, NOIDA (UP) -201307, before the last date for submission of Bids.
- c. Only a single copy of the withdrawal notice shall be prepared and each page of the notice shall be signed and stamped by the authorized signatory. The notice shall be duly marked “WITHDRAWAL”. This withdrawal notice will be opened at the time of opening of bid and not earlier. The signature of GPA holder will be verified and withdrawal shall be considered only in case both are same.

**vi. Bid Due Date**

- a. Hard Copies of the Bids should be received at the address mentioned in this document, on or before the stipulated/extended time and date as specified in Notice Inviting Bids.
- b. The Financial Bid is to be submitted online & List of documents to be scanned and maybe uploaded on or before the stipulated/extended time and date as specified in Notice Inviting Bids.
- c. HITES may, in exceptional circumstances, and at its sole discretion, extend the Bid due date by issuing an addendum.

**vii. Late Bids**

Any Bid received at the address mentioned above after the deadline prescribed for submission of Bids in Notice Inviting Bids/extended date as the case may be, herein will not be considered and will be returned unopened to the Bidder.

**2.13. Power of Attorney:**

Bidders shall submit as per format enclosed, 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. In case bids are signed by Managing Director/Partner/Proprietor himself, Power of Attorney is not required.

In the event of tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act 1932. In case company is registered under Company act 1956 and 2013, POA should be signed by the person

authorized by the Board. In the support of this copy of relevant resolution is to be attached.

#### **2.14. Bid Opening and Evaluation:**

##### **Bid Opening**

- i. The Bids will be opened in the presence of Bidders or their authorized representatives who may choose to attend on date & time as mentioned in Notice Inviting Bids. If such nominated date for opening of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date of opening of the Bid.
- ii. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened.
- iii. Bids which have not complied with one or more of the foregoing instructions may not be considered.
- iv. On opening of the Bid, it will be checked if they contain Technical & Financial Bids and EMD/ Bid Security as detailed above.
- v. Technical Package- I of the Bids will only be opened. They will be checked for completeness and confirmation of submission of the requisite Bid Security. If the documents do not meet the requirements of the Tender, a note will be recorded.
- vi. The Bidders name, the presence or absence of the requisite Bid Security and any other details as required or their authorized representative, may consider appropriate will be announced at the time of Bid opening.
- vii. Technical Package-II of only the bidders whose Bid Securities and cost of bid document are found in order will be opened.
- viii. Technical evaluation shall be as per Section IV, Evaluation Process.
- ix. Financial Package of only those bidders will be opened, whose bids are found responsive after Technical evaluation, at a later date. Such bidders shall be informed before opening of Financial Bids.
- x. On opening date, the bidders can login and see the bid opening process, if they so wish.

#### **2.15. Determination of Responsiveness**

- i. Prior to the detailed evaluation of Bids, HITES will determine whether each Bid is responsive to the requirements of the tender.
- ii. For the purpose of this clause, a responsive Bid is one which:
  - a. Have digital signature.
  - b. is accompanied by the power(s) of attorney if required
  - c. contains all the information as requested in the Bid Document
  - d. contains information in formats same/similar as those specified in this Bid Document
  - e. mentions the validity period of the offer

- f. is accompanied by the Bid Security/ EMD,
  - g. Conforms to all the terms, conditions and specifications of Tender without material deviation or reservation. "Deviation" may include exceptions and exclusions. A material deviation or reservation is one which affects, in any substantial way, the scope, quality, performance or administration of the works to be undertaken by the Bidder under the Contract, or which limits in any substantial way, HITES's rights or the Bidder's obligations under the Contract as provided for in Bid and/or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price.
- iii. If a Bid is not substantially responsive to the requirements of Bid, it will be rejected by HITES. The decision of HITES in this regard shall be final and binding. The financial Packages of non-responsive Bidders shall not be opened.

#### 2.16. 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.
- iii. HITES reserves the right, without being liable for any damages or obligation to inform the bidder to :
  - a. Amend the scope and value of contract to the bidder.
  - b. Reject any or all the applications without assigning any reason.

#### 2.17. Clarification of Bids

- i. Evaluation of technical Bids submitted by Bidders shall be undertaken based on details submitted therein only. Bidders shall not be allowed to submit on their own, additional information or material subsequent to the date of submission and such material / information, if submitted, will be disregarded. It is therefore essential that all details are submitted by the Bidder comprehensively, accurately and specifically in their technical Bid, avoiding vague answers. However, Evaluation Committee, if it so desires, reserves the right to seek any clarification from the Bidders on the information provided in the technical package. The request for clarifications and the response shall be in writing, or by e-mail at [idnoida@hllhites.com](mailto:idnoida@hllhites.com). No change / addition in the information or substance of the Bid shall be sought, offered or permitted.
- ii. To assist in the examination, evaluation and comparison of the financial Bid,



Evaluation Committee may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing or by e-mail at [idnoida@hllhites.com](mailto:idnoida@hllhites.com).

#### **2.18. 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 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.

#### **2.19. Award of Contract**

##### **i. Award Criteria**

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

##### **ii. Notification of Award**

- a. Prior to the expiry of the period of Bid Validity, HITES will issue the Letter of Award to the Successful Bidder, notifying him of being declared successful and the intent to sign the Contract Agreement with him. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Award') shall mention the sum which HITES, will pay to the Contractor in consideration of the completion and guarantee of the work to be performed by them, as prescribed therein (hereinafter and in the conditions of Contract called 'the Contract Price'). No correspondence will be entertained by HITES/MOH&FW from the unsuccessful Bidders.
- b. The Letter of Award shall constitute a part of the Contract Agreement.
- 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 as per format enclosed, duly incorporating all the terms of agreement between the two parties. Within FIFTEEN days from the date of issue of the Letter of Award the Successful Bidder will be required to execute the Contract Agreement.
- b. Prior to the signing of the Contract Agreement, the Successful Bidder shall submit Performance Guarantee.
- c. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board and Programme Chart (Time and Progress) within the period specified in schedule F.



- d. The Contract Agreement shall be duly signed by the Executing Agency and the Contractor through their authorized signatories.
- e. In case the Successful Bidder does not sign the Contract Agreement, *HITES* reserves the right to cancel the selection process, forfeit any Bid Security and/or Performance Guarantee, as the case may be, submitted by the Successful Bidder and either re-Bid or proceed in any manner that it may deem fit.
- f. Contract agreement will be signed by the authorized signatories.

#### **iv. Refund of Earnest Money/ Bid Security**

- a. The Earnest Money/ Bid Security will be refunded to the unsuccessful bidders on finalization of the award or on rejection of a bid or at the expiry of the validity period of the tender (unless extended by the bidder), whichever is earlier. Earnest Money/ Bid Security Deposit submitted by contractors except the lowest bidder may be returned within a week from the date of opening of the price bids.
- b. Earnest Money/ Bid Security will be refunded without waiting for any application or request from unsuccessful bidders.
- c. Details of Demand Draft/ Banker's Cheque received as Earnest Money/ Bid Security with the tender shall be entered in the tender register, and these need not be deposited in the bank except for the successful bidder.

All amendments / addenda/ corrigenda shall be made available at website of HITES [www.hllhites.com/tenders/](http://www.hllhites.com/tenders/), e-tender portal <http://www.mstcecommerce.com/eprochome/hites> and CPP portal <https://eprocure.gov.in>. 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.

## **SECTION-III**

### **SCOPE OF WORK**

3.1. Bids are invited for following scope of works:

**Construction for Upgradation of of Srirama Chandra Bhanja Medical College & Hospital, Cuttack (Odisha) under PMSSY (Ph.-IV)** including electrical, HVAC, fire-fighting, fire detection, Lifts etc.

3.2. Detailed engineering drawings including architectural drawings, structural drawings, drawings for all services, landscaping drawings, electrical services drawings, internal telecommunication and networking, fire detection and protection systems drawings (where required), water supply & PHE etc will be supplied by the Client or agency nominated by the Client. It may be noted that the architectural drawings and structural drawings shall be made available in a phased manner, as per requirement and as per approved programme of completion submitted by the contractor after the award of work.

3.3. The surveyed site plan and geotechnical investigations are available and will be made available to finally selected Contractor, if required.

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

- i. Buildings as specified.
- ii. Internal and external services as per drawings
- iii. Getting all approvals / permissions / planning permits of the statutory / local / governmental agencies as required incidental to construction/ completion.
- iv. Submission of the completion (i.e. 'as-built') drawings and other related documents, both hard copy and soft copy in Auto CAD or any other IT application used for the purpose.
- v. Preparation of specifications and vendor list (in case not already provided) for all equipment wherever necessary and called upon to do so and getting these approved from Client.
- vi. Obtaining occupancy certificate and related NOC's from statutory/ local/governmental agencies. Statutory payment on this account will be reimbursed by the Client at actuals on production of payment receipts

3.5. **Approvals Required**

The Contractor shall obtain all necessary approvals except pre-construction from Municipal and other local bodies including Municipal bodies, Water supply agencies concerned, Electric Supply and inspectorate. Agencies concerned, Police and Security Agencies, Chief Controller of Explosives, Fire Department, Civil Aviation Department, concerned in accordance to prevailing rules, Building Bye-Laws, tree cutting etc., as the case may be related to/ required for Construction/Completion. All expenditure on this account will be borne by the contractor.

The approvals shall include the following in addition to any other approval which may be required for the project.

- Construction Permit if required
- NOC from Chief Fire Officer
- NOC from Lift Inspector where lifts are provided
- Occupancy certificate
- Any other approval/ certificate required from appropriate Statutory Authorities/ Local Bodies.

Client/ HITES may, at the written request of the Contractor, assist him in obtaining the approvals from relevant authorities. However any such request by the Contractor shall not bind the Client/ HITES in any manner.

## **SECTION IV**

### **EVALUATION PROCESS**

#### **4. Evaluation Process:**

The Bids will be evaluated in the following stages:

- i. Stage 1- Preliminary Stage
- ii. Stage 2- Technical Evaluation
- iii. Stage 3 - Financial Evaluation

E-tender will be evaluated at each and every stage of evaluation process. The Bids will be evaluated in the following stages:

#### **4.1. Stage 1: Preliminary Stage**

In Preliminary Stage, EMD will be opened online first and Envelope No. 1 containing hardcopies of original EMD will be opened of only those bidders who have submitted bids online on <http://www.mstcecommerce.com/eprochome/hites>.

EMD will be checked for veracity of Amount and Form as required by e-tender terms and conditions. If EMD submitted by any bidder is not as per e-tender terms and conditions, his bid will be rejected and will not be considered for further stages of evaluation.

#### **4.2. Stage 2: Technical Evaluation**

##### **a. Technical Bid**

Envelope No. 2 containing hardcopies of technical documents in original as mentioned earlier in section – II will be opened of only those bidders who have qualified in the Preliminary Stage.

##### **b. Technical Bid – Eligibility Criteria**

Bidders qualifying in Stage 1 and Stage 2 will be considered for further evaluation and the Technical Bids shall be evaluated as per eligibility criteria and bidder's eligibility for the work shall be determined. If bidder is not meeting with the minimum eligibility criteria, his bid will be rejected and will not be considered for further stages of evaluation.

##### **c. Technical Evaluation - Performance of the Contractor**

The bidders qualifying the eligibility criteria will be evaluated by evaluation methodology set out below. Only in case of those bids achieving the minimum qualifying marks, the financial bids will be opened.

(a)	Financial strength	Maximum 20 marks
(b)	Experience in similar nature of work during last seven years	Maximum 20 marks
(c)	Performance on works- Time over run	Maximum 20 marks
(d)	Performance on works- Quality	Maximum 40 marks
	<b>Total</b>	<b>100 marks</b>

To become eligible for short listing, the bidder must secure at least 50% marks in each attribute {(a), (b), (c) & (d)} and 60% marks in aggregate.

The CLIENT/ HITES, however, reserve the rights to restrict the list of such qualified contractor 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 not be opened
- iii. CLIENT/ 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 III: Financial Bid 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.
- iv. If a tenderer quotes nil rates against each item in item rate tender shall be treated as invalid and will not be considered as lowest tenderer.
- v. All the financial Bids shall then be ranked according to the financial Bid in increasing order with the Bidder quoting the least amount ranked L1, Bidder quoting next higher figure as L2 and so on.
- vi. L1 will be declared as Successful Bidder and his offer will be processed further.

#### **4.4. Letter of Award:**

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

**Annexure -1 Checklist****CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID****TECHNICAL PACKAGE-I – Hardcopy and Online**

<b>Sl. No.</b>	<b>Name of Document</b>	<b>Mode of submission</b>
1.	Bid Security / EMD in favour of “HLL Infra Tech Services Limited” payable at Noida / Delhi	<b>In Original in Envelope No. 1 &amp; submit Scanned Copy Online</b>
2.	Form of Bid and Appendix to the Form of Bid, duly signed and filled.	
3.	Power of Attorney in favour of person signing the Bid on a Non-judicial stamp paper of appropriate value.	
4.	Affidavit by the Bidder to the correctness of the statements made in the Bid on a Non-judicial stamp paper of appropriate value.	
5.	Affidavit for having executed eligible similar works directly and not through another contractor on back to back basis, as per format enclosed, on a Non-judicial stamp paper of appropriate value	
6.	Solvency Certificate as per format enclosed.	
7.	GST Registration/ 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.	
8.	Undertaking indemnifying HITES/MoHFW against all penal/legal/criminal action as per format enclosed.	

**TECHNICAL PACKAGE-II – Online only**

<b>Sl. No.</b>	<b>Name of Document</b>	<b>Mode of submission</b>
1.	Undertaking to engage specialized agencies after approval of HITES as per format enclosed.	<b>Online only</b>
2.	Financial Information – Annual Audited Financial Statement for the last five years as per format enclosed.	
3.	List of all works of similar nature successfully completed during the last seven years as per format enclosed.	
4.	Performance Report of Works as per format enclosed.	
5.	Structure and Organization as per format enclosed.	

6.	PAN Number and EPF Registration/ 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.	<b>Online only</b>
7.	Integrity Pact and Agreement duly signed by the person authorized to sign the bid on behalf of the bidder. (as per Performa given in GCC, Vol-II)	
8.	All pages of the entire Corrigenda/ addenda (if any)/ pre bid clarifications (if any) signed by the authorized person of the bidder/bidder	
9.	All TDS Certificates of Private Sector Projects for the works executed in India.	
10.	Any other document, if it becomes necessary as per the bid document	

**FINANCIAL PACKAGE: Online**

Sl. No.	Name of Document	Mode of submission
1.	Digitally signed bid / Price Bid (Bill of Quantities – Volume-V)	Online only

**Notes:**

1. All Forms are provided at the end of Volume-I
2. All documents shall be uploaded in PDF format only.

## **FORMS/ FORMATS**



**FORM OF BID**

**Name of the Work:**      **Construction for Upgradation of Srirama Chandra Bhanja Medical College & Hospital, Cuttack (Odisha) under PMSSY (Ph.-IV).**

To

The Vice President (ID)  
M/s HLL Infra Tech Services Ltd. (HITES),  
B-14A, Sector – 62, NOIDA (UP) -201307  
Executing Agency  
Ministry of Health & Family Welfare, Govt. of India

**Sub :**    **Submission of Proposal**

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

1. We acknowledge that the Appendix forms an integral part of the Bid.
2. While preparing this Bid, we have gathered our own information and conducted our own inquiry/survey to our satisfaction and we did not rely solely on the information provided in the Bid Documents. We shall not hold HITES responsible on any account in this regard.
3. We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
4. We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
5. We submit the requisite certified solvency certificate and authorize Vice President (ID), HLL Infra Tech Services Limited, Noida to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize Vice President (ID), HLL Infra Tech Services Limited, Noida to approach individuals, employers, firms and corporation to verify our competence, work experience, and general reputation.
6. We undertake, if our Bid is accepted, to commence the works within the stipulated time and to complete the whole of the works comprised in the Contract within the stipulated time calculated from the start date
7. If our Bid is accepted, we will furnish a bank guarantee as Performance Guarantee for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with as given in the General Conditions of the Contract.
8. We are aware that in the event of delay in execution of the Project, beyond the agreed timelines due to reasons attributable to us, liquidated damages shall be recovered from us.
9. Our Bid is valid for your acceptance for a period of (180) ONE HUNDRED AND EIGHTY DAYS from the last date of submission of the Bid as per the Bid Documents or any extension thereto.

- 10. We agree to the General Conditions of Contract and Specific Conditions of Contract and the terms and conditions mentioned in the Bid Documents.
- 11. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the Bid price does not include any such amount. We acknowledge the right of HITES, if it finds anything to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
- 12. We understand that you are not bound to accept the lowest or any Bid you may receive.
- 13. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.
- 14. We enclose;
  - a. All documents as per the checklist
  - b. Bank guarantee for Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) issued by \_\_\_\_\_ (name of the bank) valid until \_\_\_\_\_ towards EMD.

- 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.....**2018**

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(s) of bidder(s)****APPENDIX TO THE FORM OF BID**

i.	(a) Amount of Performance Guarantee to be deposited by financially successful bidder	As per GCC/ Schedule-F
	(b) Amount of Security Deposit	As per GCC/ Schedule-F
ii.	Date for commencement of work	As per GCC/ Schedule-F
iii.	Time for completion	16 (Sixteen) 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.	Defect Liability Period from the date of issue of "Final Completion Certificate"	12 months
vi.	(a) Period of validity of Performance Guarantee	As per GCC
	(b) Period of validity of Security Deposit	As per GCC

Signature

(Authorized Signatory)

Date .....

Name .....

Place .....

Address .....

**FORMAT FOR EMD/ BID SECURITY BANK GUARANTEE**

(To cover payment of Bid Security and Conditions of Contract)

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

To

The Vice President (ID)  
M/s HLL Infra Tech Services Ltd. (HITES),  
B-14A, Sector – 62, NOIDA (UP) -201307  
Executing Agency  
Ministry of Health & Family Welfare, Govt. of India

Dear Sir,

In consideration of your agreeing to accept Bank Guarantee for Rs. ....../- (Rupees.....only) in lieu of payment from M/s ..... having its /their registered office at .....(hereinafter called the Bidder) towards Bid Security in respect of your Tender no. .... calling for Tender for **Construction for Upgradation of Srirama Chandra Bhanja Medical College & Hospital, Cuttack (Odisha) under PMSSY (Ph.-IV)**. and for due fulfilment of the terms and conditions of the said Tender, we hereby undertake and agree to indemnify and keep you indemnified to the extent of Rs. ....../- (Rupees.....only).

In the event of any loss or damages, costs, charges or expenses caused to or suffered by you by reason of any breach or non-observance on the part of the Bidder of any terms and conditions of the said Tender, we shall on demand and without cavil or argument, and without reference to the Bidder, irrevocably and unconditionally pay you in full satisfaction of your demand the amounts claimed by you, provided that our liability under this guarantee shall not at any time exceed Rs. ....../- (Rupees.....only).

This guarantee herein contained shall remain in full force and till you finalise the Tender and select the Tender as per your choice and it shall in the event of the said Bidder being selected and entrusted with the said work, continue to be enforceable till the said Bidder executes the Agreement with you and commences the work as stipulated under the terms and conditions of the said Tender have been fully and properly carried out by the said Bidder and accordingly discharges the guarantee.

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

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

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

This guarantee shall continue to be in full force and effect for a period of 180 days from the date of submission of Bid. Notwithstanding the above limitations, we shall honour and discharge the claims preferred by you within thirty days of expiry of this guarantee.

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

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

Yours faithfully,

For and on behalf of

The.....Bank.

Signature of authorized bank official

Name: .....

Designation: .....

Stamp/Seal of the Bank: .....

**FORM OF PERFORMANCE GUARANTEE BANK GUARANTEE**

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

To,

The Vice President (ID)  
M/s HLL Infra Tech Services Ltd. (HITES),  
B-14A, Sector – 62, NOIDA (UP) -201307  
Executing Agency  
Ministry of Health & Family Welfare, Govt. of India

Dear Sir,

In consideration of the M/s HLL Infra Tech Services Ltd. (HITES), as Executing Agency of Ministry of Health & Family Welfare, Govt. of India, New Delhi, having offered to accept the terms and conditions of the proposed agreement between HITES, which expression shall include his successor and assignees) & ..... M/S \_\_\_\_\_ (hereinafter referred to as "the said Contractor (s)", which expression shall include his successor and assignees) for the work of **Construction for Upgradation of Srirama Chandra Bhanja Medical College & Hospital, Cuttack (Odisha) under PMSSY (Ph.-IV)**. a Contract No \_\_\_\_\_ in terms inter alia, of the \_\_\_\_\_ Letter No. \_\_\_\_\_ dated \_\_\_\_\_ and the General Conditions of Contract and upon the condition of the Contractor's furnishing Security for the performance of the Contractor's obligations and discharge of the Contractor's liability under and in connection with the said Contract upto a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) amounting to \_\_\_\_\_ percent of the total Contract value.

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

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

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

13. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs.\_\_\_\_\_ (Rupees\_\_\_\_\_ ) and this guarantee shall remain in force till\_\_\_\_\_ and unless a claim is made on us within 3 months from that date, that is before \_\_\_\_\_ all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities there under.

Dated\_\_\_\_\_ day of\_\_\_\_\_ 2018

For and on behalf of Bank.

Issued under seal :



## FORM OF AGREEMENT

This agreement is made at **New Delhi** on the ---- day of ----- 2018 between M/s HLL Infra Tech Services Ltd. (HITES) as Executing Agency of Ministry of Health and Family Welfare (MoH&FW), Government of India (hereinafter called “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 HITES is desirous that certain works should be executed, for **Construction for Construction for Upgradation of Srirama Chandra Bhanja Medical College & Hospital, Cuttack (Odisha) under PMSSY (Ph.-IV)**. hereinafter called the “The Project” and has accepted a Tender submitted by the contractor for the execution and completion of such works as well as guarantee of such works and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSTH as follows:

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

#### **Volume – I (NIT & Instructions to Bidders)**

- Notice Inviting Bids
- Scope of work
- Evaluation Process

#### **Volume- II (GCC)**

- General Conditions of Contract

#### **Volume – III (SCC)**

- Specific Conditions of Contract

#### **Volume – IV Technical Specifications**

#### **Volume - V (Financial bid and Bill of Quantities)**

#### **Volume – VI (Tender Drawings)**

**All the correspondence till award of contract i.e. addenda, corrigenda, LOA etc.**

**Technical and Financial bids submitted by bidder.**

3. In consideration of the payment to be made by HITES to the Contractor as hereinafter mentioned, the Contractor hereby covenants with HITES to executed and complete the

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

4. HITES hereby covenants to pay the Contractor in consideration of the execution and completion of the Project and the remedying of defects therein, the total Contract Price of Rs. ----- only) being the sum stated in the letter of Award (LOA) subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. OBLIGATION OF THE CONTRACTOR

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

IN WITNESS OF WEREOF 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 HITES
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 HITES
in the presence of:  Witness _____ Name _____ Address _____	in the presence of:  Witness _____ Name _____ Address _____

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

**(On a duly notarized non judicial stamp paper of appropriate value)**

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

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

.....

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. In witness whereof Mr / Ms ..... of the company / firm/Proprietorships acting for and on behalf of company/ firm/Proprietorships has signed this power of attorney at..... on this ..... 2018.

\_\_\_\_\_  
Signed by Director/ Head/ Proprietor of the Firm

**AFFIDAVIT****AFFIDAVIT BY THE BIDDER TO THE CORRECTNESS OF THE STATEMENTS MADE IN THE BID**  
(On a Non-judicial stamp paper of appropriate value)

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/penalized by any government agency or public sector undertaking or autonomous bodies 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 Client.
6. The undersigned undertake that 'I/We have not altered/ modified the financial bid attached in the HLL e-tender portal. If it is found during the tender stage or later that the BOQ is modified by us, the Client/ HITES shall have the right to reject our bid'.

\_\_\_\_\_  
Signed by an Authorized Officer of the Firm

**AFFIDAVIT**

**(Affidavit for having executed eligible similar works directly and not through another contractor on back to back basis on a Non-judicial stamp paper of appropriate value)**

I/We undertake and confirm that eligible similar works(s) as mentioned in the **Form Giving Details of All Works of Similar Nature Completed** has/have been executed by us directly and has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of HITES, then I/We shall be debarred for tendering in HITES contracts in future forever. Also, if such a violation comes to the notice of HITES before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/ Performance Guarantee.

---

Signed by an Authorized Officer of the Firm

## UNDERTAKING

### (Undertaking to engage specialized agencies after approval of HITES)

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

- I. For Specialized works except DG Sets, Substation, HVAC System & Lifts:
- (i) Average Annual Financial Turnover during the last three financial years, i.e., \_\_\_\_\_, should be at least 100 % of the estimated price of the works
  - (ii) Experience of having successfully completed similar specialized works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:
    - (a) Three similar works each of value not less than 40% of the estimated cost put to tender or two similar works each of value not less than 60% of the estimated cost put to tender or one similar work of value not less than 80% of the estimated cost, put to tender, all amounts rounded off to a convenient figure.
- II. For DG Set, HVAC and Sub Station works:
- (i) Average Annual Financial Turnover during the last three financial years, i.e., \_\_\_\_\_, should be at least 100% of the estimated price of the works
  - (ii) Experience of having successfully completed works during last seven years ending last day of the month previous to the one in which applications are invited.
    - (a) Three similar works each of value not less than 40% of the estimated cost put to tender or two similar completed works each of value not less than 60% of the estimated cost put to tender with capacity of individual DG Set/Chiller/transformer being 80% of the individual capacity (rounded off to next available higher capacity) of the equipment i.e. DG Set/ Chiller/transformer proposed in the NIT.

OR

One similar completed work of value not less than 80% of the estimated cost put to tender with capacity of individual DG Set/Chiller/transformer being 80% of the individual capacity (rounded off to next available higher capacity) of the equipment i.e. DG Set/Chiller/transformer proposed in the NIT.

All amounts rounded off to a convenient figure.

- III. For Lifts works:

For lifts, associated agency shall be from category "A" as per the approved list by CPWD

**(Authorized Signatory of bidder)**

## **UNDERTAKING**

### **Undertaking to Indemnify HITES/MoHFW against all Penal/Legal/Criminal Action**

We do hereby indemnify HITES and MoHFW, against all penal/legal/criminal action that may be levied/effectuated by any concerned authority for any default in safety, 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/penalty/compensation directly to the concerned authority.

Signed by an Authorized Officer of the Firm

**FINANCIAL INFORMATION**

- 1. Financial Analysis-** -Details to be furnished duly supported by figures audited stand alone in balance sheet, statement of Profit & Loss account along with notes to accounts for the last five years duly certified by the Chartered Accountant mentioning the FRN number issued by ICAI along with the full address.

- i) Gross Annual Turnover on construction 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) Balance Sheet & Statement of Profit & Loss** for last five consecutive financial years ending 31.03.2018

Financial Information in Rs. Equivalent	For year 2013-14	For year 2014-15	For year 2015-16	For year 2016-17	For year 2017-18
1. Total Assets					
2. Current Assets					
3. Total Liabilities					
4. Current Liabilities					
5. Profit before Tax					
6. Profit after Tax					
7. Net Worth					
8. Bank solvency amount as mentioned in the bank solvency certificate					

Note: 1. In case of bidders with Foreign Origin (Outside India), the financial years shall be as applicable for the respective countries i.e. 2012, 2013, 2014, 2015 and 2016.

2. Net Worth shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

Signature of Chartered  
Accountant with Seal  
FRN Number

Signature of Bidder



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

This is to certify that to the best of our knowledge and information that M/s./Shri ..... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs. ....(Rupees.....). This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)

For the Bank

- NOTE (1) Bankers certificates should be on letter head of the Bank, self-attested and should have been issued within Six months from original last date of submission of the bid.
- (2) In case of partnership firm, certificate should include names of all partners as recorded with the bank.

**DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED**  
**DURING THE LAST SEVEN YEARS UPTO THE PREVIOUS DAY OF LAST DATE OF**  
**SUBMISSION OF BIDS**

Sl. No.	Name of Work/ Project & location	Owner of sponsoring Organization	Cost of Work (In Rs. 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)

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

**SIGNATURE OF BIDDER(S)**  
**WITH STAMP**

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

**Note: -Copy of work Orders and Completion Certificates of the above works should also be submitted.**

**PERFORMANCE REPORT OF SIMILAR/ ELIGIBLE WORKS****(Preferably in this format or in any other Format given by Client)**

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

Dated : \_\_\_\_\_

Executive Engineer or Equivalent

**STRUCTURE & ORGANIZATION**

1.	Name & Address of the bidder	
2.	Telephone No. /Email id /Telex No./Fax No.	
3.	Legal status of the bidder (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	
4.	Particulars of registration with various Government bodies (attach attested photo-copy).	
	ORGANIZATION/PLACE OF REGISTRATION	REGISTRATION No.
	1.	
	2.	
	3.	
5.	Names and Titles of Directors & Officers with designation to be concerned with this work.	
6.	Designation of individuals authorized to act for the organization.	
7.	Has the bidder 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.	
8.	Has the bidder or any constituent partner in case of partnership firm/ limited company/ joint venture, ever been convicted by the court of law? If so, give details.	
9.	In which field of Civil Engineering Construction, the bidder has specialization and interest?	
10.	Any other information considered necessary but not included above.	

**Signature of bidder(s) with stamp**

**GST Registration Details**

Sr. NO.	Description	Details
1.	Entity Name	
2.	Address (As per registration with GST)	
3.	City	
4.	Postal code	
5.	Region/State (complete state name)	
6.	Permanent account number	
7.	GSTN/ARN/UID/Provisional with ID No. (Copy of acknowledgement required)	
8.	Type of business (As per registration with GST)	
9.	Service accounting code/HSN Code	
10.	Contract Person	
11.	Phone Number and Mobile Number	
12.	Email -ID	
13.	Compliance Rating (If updated by GSTN)	

Signature of bidder(s)  
with stamp

**TDS DETAILS FOR PRIVATE SECTOR PROJECTS FOR THE WORKS EXECUTED IN INDIA**

<b>Sl. No.</b>	<b>Description</b>	<b>Details</b>
<b>1.</b>	Name of Work	
<b>2.</b>	Name of Clients	
<b>3.</b>	Project Cost in Crores	
<b>4.</b>	Completion Certificate No. and date	
<b>5.</b>	Cost of work on completion in Crores	
<b>6.</b>	Payment received as per TDS in Crores	
<b>7.</b>	TDS corresponding to the payments	
<b>8.</b>	Year wise TDS as per Form-26AS/ Form 16A relating to the work.	

Note: Value of work done will be considered commensurate with value of TDS certificates. In case of multiple contracts undertaken from a Client, reconciliation for the TDS pertaining to the work mentioned above need to be segregated and reconciled with Form 26AS. This form need to be supported with form-26AS taken in HTML format or Form -16A.

Signature of Chartered Accountant with Seal  
FRN No.

Signature of Bidder

**CRITERIA FOR EVALUATION OF THE PERFORMANCE OF BIDDERS/ CONTRACTORS  
FOR PRE-ELIGIBILITY**

ATTRIBUTES		EVALUATION					
(a)	<b>Financial Strength (20 Marks)</b>	60% marks for minimum eligibility criteria					
	Average Annual Turnover (16 Marks)	100% marks for twice the minimum eligibility criteria or more					
	Solvency Certificate (4 Marks)	In between (i) & (ii) – on pro rata basis					
(b)	<b>Experience of similar class of works (20 marks)</b>	60% marks for minimum eligibility criteria					
		100% marks for twice the minimum eligibility criteria or more					
		In between (i) & (ii) – on pro rata basis					
(c)	<b>Performance on works (Time over run) (20 Marks)</b>						
	Parameter	Calculation for Point	Score			Maximum Points	
	If TOR=		1.0	2.0	3.0	>3.50	20
	(i) Without Levy of compensation		20	15	10	10	
	(ii) With Levy of compensation		20	5	0	-5	
	(iii) Levy of compensation not decided		20	10	0	0	
	TOR = AT/ ST, where AT = Actual Time; ST = Stipulated Time						
	Note: - Marks for value in between the stages indicated above is to be determined by straight line variation method.						
(d)	<b>Performance of Works (Quality) (40 Marks)</b>	Performance				Marks	
		Outstanding				40	
		Very Good				30	
		Good				20	
		Poor				0	
	Bidders qualifying the initial criteria as set out in para 1.4 will be evaluated for following criteria by scoring method on the basis of details furnished by them.						
a	Financial strength	Maximum 20 marks					
b	Experience in similar nature of work during last seven years	Maximum 20 marks					
c	Performance on works – Time over run	Maximum 20 marks					
d	Performance on works – Quality	Maximum 40 marks					
	<b>Total -</b>	100 marks					
To become eligible for short listing, the bidder must secure at least 50% marks in each attribute and minimum 60% marks in aggregate.							

**END OF VOLUME – I**