

E-Tender

for

**CONSTRUCTION OF 100 SEATS GOVT. MEDICAL COLLEGE, 500
BEDDED HOSPITAL AND ALLIED BUILDINGS AT NANDURBAR,
MAHARASHTRA ON EPC BASIS INCLUDING DEFECTS
LIABILITY PERIOD OF 60 MONTHS**

**Tender No. HITES/IDS/DMER-M/NDBR/23/14
[E-tender ID: 2023_HITE_165048_1]**

- Vol 1: Notice Inviting Tender & Instruction to Bidders
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- Vol 4: Design Basis Report
- Vol 5: Technical Specifications
- Vol 6: Tender Drawings
- Vol 7: Financial Bid



HLL Bhavan, Golden Jubilee Block,
Poojappura, Trivandrum
Pincode-695012,
Kerala Ph.:04712775500
www.hllhites.com

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Volume-1

Notice Inviting Tender & Instruction to Bidders



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Tender no. HITES/IDS/DMER-M/NDBR/23/14

HITES on behalf of DMER, Govt. of Maharashtra invites online bids through e-tendering from eligible contractors/firms in two bid system for the following work:

Name and Description of work	Estimated cost (Excl. GST)	Completion period of Work	Last date of submission of bid
Construction of 100 Seats Govt. Medical College, 500 Bedded Hospital and Allied Buildings at Nandurbar, Maharashtra on EPC Basis Including Defect Liability Period of 60 Months	Rs.406.28 Cr	24 months	08.11.2023 at 15.00 Hrs

For bid submission & other details, please visit <https://etenders.gov.in/eprocure/app> and www.hllhites.com. Corrigendum/amendments etc., if any, will be notified on this portal.

VP (ID) HITES South Operations

NOTICE INVITING e-TENDER

Tender No. HITES/IDS/DMER-M/NDBR/23/14

Dated 09.10.2023

HITES on behalf of DMER, Govt. of Maharashtra invites online bids through e-tendering from eligible contractors/firms in two bid system for the following work:

Name and Description of work	Estimated cost	Completion period of Work	EMD & e-tender processing fee	Last Date & Time to receive pre-bid queries through e-tender portal/ e-mail	Last date to fill/ upload the bid through e-tendering	Date of opening of bids
Construction of 100 Seats Govt. Medical College, 500 Bedded Hospital and Allied Buildings at Nandurbar, Maharashtra on EPC Basis Including Defect Liability Period of 60 Months.	Rs. 406.28 Cr (Excluding GST)	<ul style="list-style-type: none"> • Work completion period: 24 months • DLP : 60 months 	<p>EMD:Rs. 5,00,000/-</p> <p>e-tender processing fee: Rs. 53,100/- (incl.GST)</p>	19.10.2023at 10.30 Hrs	08.11.2023 at 15.00 Hrs	09.11.2023 at 15.00 Hrs

All bidders shall pay e-tender processing fee and EMD online.

For submission & other tender details, please refer detailed NIT on e-tender portal <https://etenders.gov.in/eprocure/app> and www.hllhites.com.

HITES/ Client reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever. **Prospective bidders are advised to regularly scan through <https://etenders.gov.in/eprocure/app> and www.hllhites.com as corrigendum/amendments etc., if any, will be notified on this portal only and separate newspaper advertisement will not be made for this.**

HITES reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever.

1. The intending bidder must read the terms and conditions of Notice Inviting Bids and the Bid documents carefully. They should only submit the bid if they consider themselves eligible and they are in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form part of bid document.
3. The document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from e-tender portal and www.hllhites.com.
4. Contractor must ensure to quote rate of each item. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0"(ZERO).
 - a. If a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
5. The Technical bid shall be opened first on due date and time as mentioned above. The time and date

- of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.
6. The Client/HITES reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
 7. TENDER FEE (NON-REFUNDABLE): The tender document(s), may be downloaded free of cost from the e-Government Procurement (e-GP) website. However the bid submission fee, as mentioned in the NIT, is required to be submitted along with the online bid.
 8. EMD: All Bidders shall remit the Bid Security /EMD using the online payment options only. Bidders are advised to visit the “Downloads” section of e-Procurement website.
 9. The complete set of Tender Documents comprising Volumes 1,2,3,4,5,6 & 7 shall be made available, as per above schedule, on the above mentioned websites. The interested applicants/contractors/firms may attend the pre bid meeting over video conference, as per the details mentioned in Table 1 at Section 1 NIT
 10. HITES reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever.
 11. Prospective bidders are advised to regularly scan through the given websites as corrigenda/amendments etc., if any, will be notified on these portals only and separate advertisement will not be made for this. Bidders are advised to check all these websites regularly as at times, it is not possible to upload data on a particular website due to some technical glitch.

VP (ID), HITES South Operations

12. GENERAL TENDER TERMS & CONDITIONS FOR E-PROCUREMENT

1. This tender is being published online in Government eProcurement portal <https://etenders.gov.in/eprocure/app>, and www.hllhites.com.
2. Bid documents including the Bill of Quantities (BoQ) can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/ extension regarding this e-tender shall be uploaded on this website i.e. <https://etenders.gov.in/eprocure/app>.
3. The NIT, corrigendum/extension will also be published in our company website, URL address: <http://www.hllhites.com/tender>
4. The tendering process is done online only at Government eProcurement portal (URL address: <https://etenders.gov.in/eprocure/app>). Aspiring bidders may download and go through the tender document.
5. All bid documents are to be submitted online only and in the designated cover(s)/ envelope(s) on the Government eProcurement website. Tenders/bids shall be accepted only through online mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late tenders will not be accepted.
6. Bidders are advised to go through “Bidder Manual Kit”, “System Settings” & “FAQ” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal.
7. Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications/any corrigendum in the Tender Enquiry Document.
8. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Government eProcurement Portal.

8.1 Registration

- a) Bidders are required to register in the Government e-procurement portal, obtain ‘Login ID’ & ‘Password’ and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>), by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days’ time. The bidders are required to have Class III-B (signing & encryption) digital certificate from the authorized digital signature Issuance Company. Please refer online portal i.e. - <https://etenders.gov.in/eprocure/app> for more details.
- e) Upon enrolment, the bidders will be required to register their valid Digital Signature

Certificate (with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.

- f) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/ e-Token.
- g) The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/ She have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.
- h) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.
- i) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- j) Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender.

9. Searching for Tender Documents

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Form of Contract, Location, Date, Value etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

10. Preparation of Bids

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/ XLS/ RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded

again and again. This will lead to a reduction in the time required for bid submission process.

- e) Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

11. More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>.

12. Tenderers are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other than specified above shall not be considered.

13. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24x7 Help Desk details are as below:

For any technical related queries please call at 24 x 7 Help Desk Number: 0120-4001 062, 0120-4001 002, 0120-4001 005, 0120-6277 787 (country code +91)

E Mail Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - support-eproc@nic.in, Policy Related - cphp-doe@nic.in

14. Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject while emailing any issue along with the contact details.

15. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender. Address for communication and place of opening of bids:

VP (ID), HITES South Operations
HITES
Golden Jubilee Block, HLL Bhavan
Poojappura P.O
Thiruvananthapuram-12
Kerala
e-mail: tenders@hllhites.com

16. The bids shall be opened online in the presence of the Bidders/ their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.

17. More details can be had from the Office of the HITES Trivandrum during working hours. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

18. A firm/ bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will

cause all the proposals in which the Bidder has participated to be disqualified.

Online Tender Process:

The tender process shall consist of the following stages;

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

19. Tender Document Fees/ e-tender processing fee:

Tender fee (Non-refundable) as per the tender conditions shall be paid separately, through RTGS/ NEFT transfer in the following HITES A/c details:

Bank	: SBI, Commercial Branch, Thycaud, Trivandrum
Beneficiary Name	: HLL Infra Tech Services Limited
A/C No.	: 38160968975
IFS Code	: SBIN0004350

Document of the above transactions completed successfully by the bidder, shall be uploaded separately while submitting the bids online.

Note: Any transaction charges levied while using any of the above modes of payment has to be borne by the bidder. The bid will be evaluated only if payment is effective on the date and time of bid opening.

20. HITES does not bind themselves to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the bidders.

21. HITES reserves to themselves the right of accepting the whole or any part of the tender and bidder shall be bound to perform the same at his quoted rates.

22. Conditional bids and bids not uploaded with appropriate/desired documents may be rejected out

rightly and decision of HITES in this regard shall be final and binding.

23. Submission Process:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on Government e-procurement portal (URL: <https://etenders.gov.in/e procure/app>) along with tender document fees and EMD/Bid Security

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

VP (ID), HITES South Operations
HITES

DISCLAIMER

This document has been prepared by HITES as Executing Agency on behalf of Directorate of Medical Education and Research (DMER), Government of Maharashtra for the Project. The information is provided to prospective Bidders, who are interested to Bid for **“Construction of 100 Seats Govt. Medical College, 500 Bedded Hospital and Allied Buildings at Nandurbar, Maharashtra on EPC Basis Including Defect Liability Period of 60 Months”**

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

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

Further, HITES do not claim that the information is exhaustive. Interested parties 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 reserve 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 interested party.

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. **“Project/ Work”** shall mean Design, Engineering, Procurement and Construction of **“Construction of 100 Seats Govt. Medical College, 500 Bedded Hospital and Allied Buildings at Nandurbar, Maharashtra, India on EPC basis with Defect Liability Period of 60 months”**
3. **“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.
4. **“BID/Tender”** shall mean documents issued by HITES to the prospective Bidder. The word **“Tender”** is synonymous with **“Bid”**.
5. **“Bid Validity”** shall mean the period for which the Bids shall remain valid.
6. **“Bidder”** shall mean the individual, proprietary firm, firm in partnership, limited company, private or public or corporation participating in the tendering process pursuant to and in accordance with the terms of this document. The word **“Tenderer”** is synonymous with **“Bidder”**.
7. **“Client/ DMER”** shall mean “Directorate of Medical Education and Research (DMER), Government of Maharashtra” or their nominee/ assignee.
8. **“HITES”** shall mean HLL Infra Tech Services Ltd. (HITES), appointed by Directorate of Medical Education and Research (DMER), Government of Maharashtra as **Executing Agency** to provide Project Management Consultancy Services for the project.
9. **“Contract Agreement”** shall mean the agreement to be signed between the Successful Tenderer and the competent authority for and on behalf CLIENT /HITES and/or their authorized representative.
10. **“Contract Price”** shall mean the financial bid of the Successful Tenderer as accepted by the CLIENT/HITES.
11. **“Date of commencement of work”** shall be reckoned from the date of issue of Letter of Award (LOA) or handing over of site whichever is later.
12. **“Defects Liability Period”** means the period after completion of the Project during which the Client 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.
13. **“Engineer-in-Charge” (EIC)** means the Engineer Officer as mentioned in the schedule “F” hereunder, as authorized by HITES.
14. **“Evaluation Committee”** shall mean the committee for the evaluation of the bids as constituted by HITES.

15. **“Successful Tenderer”** shall mean the Tenderer declared technically and financially successful for the Project and with whom, the Contract Agreement shall be signed.
16. **“Letter of Award/ Letter of Acceptance/LOA”** shall mean the letter issued by the HITES to the Successful Tenderer inviting him to sign the Contract Agreement.
17. **Performance Guarantee**” shall mean the amount to be paid by the Successful Tenderer as per relevant clause mentioned elsewhere.
18. **“Similar Works”** shall mean the work as defined in eligibility criteria.
19. **“Scheduled banks”** mean “Scheduled Commercial Banks”
20. **“NIT”** means **Notice inviting e-Tender**. The word “Notice Inviting e-Tender” is synonymous with “Notice Inviting Bids”.
21. **“Transaction Fee”** shall mean the amount to be paid by the Bidders/Tenderers in consideration of registration on e-tender portal if required.
22. **“Tender/Bid Processing Fee”** shall mean the amount to be paid by the Bidders/ Tenderers in consideration of cost of bid document.
23. **“ITB”** means **Instructions to Bidders**
24. **“YEAR”** means “Financial Year” unless stated otherwise.
25. **“GST”** shall mean Goods and Service Tax.

SECTION-I

NOTICE INVITING BIDS

1 HITES on behalf of Directorate of Medical Education and Research (DMER), Govt. of Maharashtra invites online bids on EPC basis through e-tendering from eligible contractors/firms in two bid system for the work of Construction of 100 Seats Govt. Medical College, 500 Bedded Hospital and Allied Buildings at Nandurbar, Maharashtra including 60 months DLP from eligible bidders.

1.1. The work is estimated to cost as given in Table - I. Any clarification shall be sought from Tender Inviting Authority on courier/speed post/e-mail. The NIT and other details are also available on the website of HITES www.hllhites.com/tenders/, e-tender portal <https://etenders.gov.in/eprocure/app>.

1.2. TABLE – I

Sl. No.	Description	Details
1.	Tender No.	HITES/IDS/DMER-M/NDBR/23/14
2.	Name & Description of Work	Construction of 100 Seats Govt. Medical College, 500 Bedded Hospital and Allied Buildings at Nandurbar, Maharashtra, India on EPC Basis including Defect Liability Period of 60 months
3.	Estimated cost (in Rs.)	Rs.406.28 Cr (Excl. GST)
4.	Client	Directorate of Medical Education and Research (DMER), Government of Maharashtra
5.	Executing Agency	HITES
6.	Completion period of work	24 Months
7.	Earnest Money Deposit	Rs.5,00,000/- The bidder shall remit 100% of EMD as online
8.	e- Tender Processing Fee (Non - refundable) - online	Rs.53,100/- only inclusive of GST
9.	Issue of Tender documents	Documents shall be available online at HITES website http://hllhites.com/tenders and e-tender portal @ https://etenders.gov.in/eprocure/app
10.	Pre bid meeting	Pre-bid meeting to be held on 19.10.2023at 11.30 AM at HITES Office, Poojappura, Trivandrum Interested bidders can also join the pre-bid meeting through Video Conferencing using below link: meet.google.com/ubn-pcwr-jaw

		<p>The reply to the queries will be published in e tender portal.</p> <p>The bidders having queries/clarification regarding the tender can submit their queries at e-tender portal/as email tenders@hllhites.com or before 19.10.2023at 10.30 AM.</p>
11.	Last Date & time of Submission of Bids online (Bid due date)	08.11.2023 at 15:00 Hrs
12.	Date & time for opening of Technical Bids through e- Tender Portal	09.11.2023at 15:00 Hrs
13.	Date of start of work	From the date of issue of Letter of Award (LOA) or handing over of site whichever is later.
14.	Performance Guarantee	<p>5% of tendered value.</p> <p>Performance Guarantee shall be in form as mentioned in Clause 1 of GCC. Performance Guarantee to be valid up to six months beyond the stipulated date of completion or the extended period, thereof.</p>
15.	Security Deposit	5% of tendered value (will be released only after completion of DLP Period)
16.	Defects Liability period (DLP)	<p>60 months</p> <p>DLP will commence from the date of final handing over of project.</p>
17.	Bank account details for the purpose of preparation of Bank Guarantee only	<p>Account no.: 38160968975</p> <p>Bank: State Bank of India</p> <p>Commercial Branch, Thiruvananthapuram</p> <p>IFSC: SBIN0004350</p>
18.	Contact details for conduct of site visit	<p>Name: Mr. Suresh Kumar D</p> <p>Designation: DGM (E) & Zonal Head Mumbai</p> <p>e-mail: sureshkumard@hllhites.com</p> <p>Mobile: 8547539785</p>

The tender is being uploaded on following websites:

- i. www.hllhites.com/tenders/, Print media . - For wide publicity
 - ii. <https://etenders.gov.in/eprocure/app> - For wide publicity & e tendering
- 1.3. Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:

1.4 Eligibility Criteria

1.4.1 The Tenderer should meet the following minimum eligibility criteria:

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

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

Or

Two similar works each costing not less than amount equal to 50% of estimated cost put to tender

Or

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

“Similar Work” shall mean construction of any Infrastructure works

And

ii. Should have satisfactorily completed 300 bedded Hospital in Central/ State Government or Public Sector undertaking (PSU Central/State)

And

iii. Should have satisfactorily completed one work of multi-storeyed building, comprising construction of RCC framed structure including finishing works, internal water supply, sanitary installations and fire-fighting works, all composite executed under one agreement of costing not less than amount equal to 30% of estimated cost put to tender for Central/ State Government companies/bodies

In case any of the qualifying work(s) given at (i) above fulfil the criteria given herein at (ii) & (iii), then the criteria given herein at (ii) & (iii) need not be separately required to be fulfilled.

(b) The following shall also be considered while assessing the eligibility of the bidder:

(i) The bidder should be an Indian firm

(ii) Joint venture are allowed to participate in the tender (for details refer Annexure-A attached to this document)

(iii) Experience should be in the name of the bidding company and not in subsidiary/ associate company/ Group Company etc.

(iv) If the bidder relies on previous work experience which was executed in JV / Consortium, experience will only be considered in proportion to the value of work of the bidder as per executed JV / Consortium agreement.

(v) The value of executed works shall be brought to current costing level by enhancing

the actual executed value of work at simple interest rate of 7% per annum; calculated from the date of completion to previous day of last date of submission for bids.

- (vi) For the purpose of no. of stories- each basement, stilt constructed in the buildings shall be construed as a storey. Mumty and Machine room shall not be considered as a storey for this purpose.
- (vii) Own works / work under the same management / own certification of the bidder shall not be considered.
- (viii) In case the work experience is of Private sector the completion certificate shall be supported with copies of Corresponding TDS Certificates.
- (ix) For the purpose of similar works at 1.4(a) (i) (ii) (iii), works executed in India only shall be considered.

(c) Turnover: Average annual financial turnover should be at least 50% of the estimated cost put to tender during the immediate **last three** consecutive financial year ending 31st March, 2022. The turnover should be of the Bidding Company and not for Group Company or subsidiary company etc. ITRs for the last three years to be submitted. Duly filled Form T-1 certified by CA to be submitted. Turnover shall be duly audited & certified by a Chartered Accountant with his seal / signatures and registration number with UDIN.

The multiplication factor of 7% per annum simple interest is applicable on the Annual financial turnover figures.

(d) Profit/loss: The bidder should have a **Profit (PAT) of minimum.Rs.30Cr during each of the last Five years ending FY 2021-22.** This should be duly certified by the Chartered Accountant.

(e) Solvency Certificate: The bidder should have a **Solvency of Rs.162.51Cr** certified by his bankers for this work. Banker's certificates (as prescribed in Form T-1 B) in the current financial year should be on letter head of the Bank, addressed to tendering authority.

(f) Bidding Capacity:

The bidder shall also have a bidding capacity equal to or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula.

$$\text{Bidding capacity} = \{[A \times N \times 1.5] - B\}$$

Where,

A= Maximum turnover (as per Form T-1) in construction works executed in any one year during the last five years taking into account the completed as well as works in progress. For computing bidding capacity, maximum turnover shall be brought to current costing level i.e. upto to previous day of last date of submission for bids by enhancing at a simple rate of 7% per annum.

N = Number of years prescribed for completion of work for which bids has been invited.

B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bid has been invited.

The bidder shall submit the value of existing commitments and ongoing works (B) as above duly signed by a Chartered Accountant with his seal/ signatures and firm registration number.

The bidder shall submit the bidding capacity ‘**Form-F1 & F1A**’ attached along with this tender.

- (g) The bidder should not have been blacklisted/debarred by HLL Lifecare Ltd. & its subsidiaries, Central Govt., State Govts./ Departments, Any Govt. agencies, PSUs from participating in the tender and if the blacklisting/debarment subsists on the due date of bid submission, such bidder shall not be eligible to submit the bid.

Bidder should submit a declaration that eligible works(s) as mentioned in eligibility criteria 1.4.1(a) has/have not been got executed through another contractor on back to back basis.

The bidder shall submit the affidavit on a Rs.100/- non judicial stamp paper duly notarized, to this effect, as per prescribed format (Form “F”).The performance of the bidder for the completed works shall be rated by the Client as satisfactory or above.

- (h) Those who had done work/doing work in HITES/HLL shall produce completion/ progress certificate from the Engineer in charge not below the rank of Project manager. The bidder shall be considered for further evaluation only if the performance of the bidder for the work is rated as ‘**good or above**’. This is mandatory.

- (i) The works completed/being executed by the bidders if required will be inspected by a technical officer /expert authorized by HITES. If it is found after inspection that the performance of the bidder for the inspected works is not satisfactory in terms of quality/ time overrun/overall performance etc, the bidder may get disqualified after due verification even though the documents submitted by them will meet the other eligibility criteria as above.

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

- (k) GST registration Certificate of the state in which the work is to be taken up, if already obtain by the bidder is also to be submitted. If the bidder has not obtained GST registration in the State in which the work is to be taken up or as required by GST authorities, then in such case the bidder shall scan and upload following undertaking in their letter head along with other bid documents. “If work is awarded to me, I/we shall obtain GST registration Certificate of the State, in which work is to be taken up within one month from the date of receipt of award letter or before release of any payment by Client / HITES / Funding Agency, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on a/c of the work executed and/or any action taken by Client / HITES / Funding Agency or GST department in this regard.”

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

- (m) The bidder shall submit an affidavit that ‘The work if awarded to us, subcontractors will be employed only for specialized works after getting the concurrence of HITES’ as per prescribed format (**Form “H”**).

- (n) The bidders shall submit along with the bid a declaration as per **FORM-J** of this document duly signed by nominated representative of HITES/Client after site visit. This is mandatory. **Bids submitted without FORM-J duly signed by nominated representative of HITES/Client and bidder will be summarily rejected and will not be considered for evaluation.**

- (o) The Agency shall submit within 45 days after award of work an undertaking from the OEMs for specialized E&M works of Lifts & DG Sets that “OEM shall unconditionally support the lowest

tenderer technically throughout the execution of contract as well as for Maintenance Contract for the useful life of the system, and they shall also provide all the spares required for healthy functioning of the equipment for at least seven years from the date of supply of equipment". This undertaking is to be given in **Form- J (1)**.

- (p) The bidder has to secure minimum marks in technical bid evaluation as specified in clause 4.2 (b) of this tender document for qualifying for financial bid opening.
- (q) **The bidders shall also submit the technical bids (all original documents- one set) in hard copies before the last date of submission of bids in a sealed envelope addressed to tender inviting authority mentioning name of tender, tender number. The bidder shall also submit an affidavit in their letter head that the hardcopies and soft copies uploaded in the e-tender portal are the same. Only technical bids are to be submitted .**

Price bids (financial quote) need not be submitted in hard copy.

1.4.2 The time allowed for carrying out the works will be 24 months from the date of start.

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

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

(iii) The contractor shall take special care to avoid disturbance to the adjacent buildings if any

(iv) The Contractor shall settle labour problems if any occurred at site during the construction stage.

1.6 The bid documents consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents is available on line free of cost.

1.7 The bidder shall have In-house design capabilities to provide the required services as per the scope of work. In case, the in-house design capabilities are not available, then the bidder shall enter into an agreement with a design consultant who has requisite credentials as mentioned in the Specific Conditions of Contract. The bidder, within 7 days of award of work, shall submit details to EIC of such in house design capabilities or details of the design consultant proposed to be engaged by the bidder along with requisite credentials.

1.8 The bid documents consisting of Notice Inviting e-Tenders (NIT) & Instructions to Bidders (ITB), General Conditions of Contract, Pre-Contract Integrity Pact, Specific Conditions of Contract, Design Basis Report, Technical Specifications, Tender Drawings in PDF Format, Financial Bid and other necessary documents (if any) are available online at e-tender portal.

1.8.1 Tender drawings in the PDF format have been provided in Vol.-6 of the Tender documents. However set of drawings in Auto-Cad format, will be issued to only those bidders who requests.

1.8.2 It is clarified that the set of drawings in PDF format provided as Vol.-6 Tender Drawings shall only be the part of tender documents. The set of drawings in Auto- Cad format issued shall be for reference only. The copyright of all these drawings under this tender shall remain with Client / HITES.

1.9 The bid submitted shall become invalid and e-tender processing fee shall not be refunded if:

- i. The bidder is found ineligible.
- ii. The bidder does not upload all the documents (including Goods & Service Tax (GST) registration, PAN Card) as stipulated in the bid document. In case the firm is not registered at the time of submission of bid, they will submit an undertaking that they will get themselves registered with the concerned authorities in case they are awarded the work.
- iii. If any discrepancy is noticed in the documents uploaded at the time of submission of bid.

1.10 The Technical Package and Financial Package as detailed in clause 2.3.6 and 2.3.7 of ITB shall be submitted online, each marked as per clause 2.3.11 of ITB as per the stipulated date & Time of submission of basis and will be opened as per the schedule at Table-I above.

1.11 The Contractor, whose tender is accepted, will be required to furnish performance guarantee, 5% (Five Percent) of the tendered amount and within the period, specified in Schedule F in the form of Demand Draft or Bank Guarantee of any scheduled commercial bank based in India, in favor of "HITES" as per Form B. Performance Bank Guarantee shall be valid up to six months beyond the stipulated date of completion or the extended period, thereof.

1.11.1 Additional Performance Security:

If the bid of the successful bidder is seriously unbalanced in relation to the Engineer’s estimate of the cost of work to be performed under the contract, the HITES may require the bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices. After evaluation of the price analysis, the HITES may require that the amount of the Performance Security set forth in ITB be increased at the expense of the successful bidder to a level sufficient to protect the HITES against financial loss in the event of default of the successful bidder under the Contract. The amount of the increased Performance Security shall be decided at the sole discretion of the HITES, which shall be final, binding and conclusive on the bidder. The detailed price analysis produced by bidder if not found satisfactory, the bid will be rejected.

The Bidder quoting below Minus (-) 5% of the estimated cost put to tender shall submit the additional performance guarantee as follows:

Sl. No.	Range of Difference between the estimated cost put to tender and Bid Amount	Additional Performance Security to be deposited by the successful bidder
i	upto 5%	No Additional Performance Security
ii	From 5% and above and below 10%	50% of (Difference between estimated cost put to tender and Bid Amount)
iii	From 10% and above	150% of (Difference between estimated cost put to tender and Bid Amount)

The Additional Performance Guarantee shall remain valid up to six months beyond the stipulated date of completion or the extended period, thereof.

The performance guarantee and additional performance security shall be released to the Contractor upon successful completion of project including extended period thereof, as certified by EIC. No interest shall be payable on performance guarantee and additional performance security.

- 1.12 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.
- 1.13 The Contractor whose Tender is accepted will also be required to furnish either copy of applicable licenses/ registration or proof of obtaining labour licenses, registration with EPFO, ESIC and BOCW, Welfare Board and Programme Chart (time and progress) within the period specified in Schedule “F”
- 1.14 **Evaluation of Performance:**
- Evaluation of the Performance of Contractors for eligibility shall be done by HITES. If required, **the works executed by the bidders who otherwise qualify will be got inspected by a Technical Officer /Expert authorized by HITES/ Client. If it is found that the performance of the bidder for the inspected works is not satisfactory in terms of quality/ time overrun/overall performance etc, the bidder may got disqualified even though the documents submitted by them will meet the other eligibility criteria as laid down in clause 1.4.1.**
- 1.15 Tenderers are instructed to compulsorily inspect and examine the site and its surroundings at their own cost 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.. The bidder shall be responsible for arranging and maintaining at its own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work. The bidders shall submit along with the bid a declaration as per FORM-J of this document after site visit. This is mandatory Client/HITES shall not be liable for such costs, regardless the outcome of the selection process.
- 1.16 The Competent Authority for & on behalf of the HITES / Client 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.
- 1.17 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.
- 1.18 The Competent Authority for & on behalf of the 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.

- 1.19 The Contractor shall not be permitted to tender for works in case his near relative is Gazetted officer in the office of CLIENT or in the Managerial Cadres of HITES and is directly dealing with the Project. Any breach of this condition by the contractor would disqualify him from participation and consideration in the tender process.
- 1.20 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.
- 1.21 The tender for the works shall remain open for acceptance for a period of **120 (ONE HUNDRED AND TWENTY)** days from the last date of submission of bid or any extension thereto. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the HITES, HITES shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the re-tendering process of the work.
- 1.22 This is a Time Bound Project.
- 1.23 The scope of work shall be as per section III of this document.
- 1.24 The Bidder must associate with the other agencies working at the site.
- 1.25 The scope of work envisages a number of specialized Civil/ Electrical/ Mechanical/IT/ Electronic Engineering services, as required, etc. to be executed as integral part of this Contract. However, in case the Bidder does not have in house capacity for execution of such component(s) of work and intends to engage outside agency for execution, the bidder shall ensure that such specialized agencies in each case meets the eligibility criteria as follows. The EPC contractor shall submit to the Engineer-in-Charge (EIC) for approval, the capability of the specialized agencies proposed to be engaged by him who fulfills the conditions mentioned below before execution of such works:
- i. For Specialized works viz. Substations, DG Sets, LV, LAN, HVAC System, STP, ETP, WTP, Fire Fighting, Lift, MGPS, MOT:

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

- i. HVAC/DG set/Substation:

One similar work of value not less than 80% of the value of the proposed work in these categories with capacity of individual DG set/Chiller/transformer being 80% of the individual capacity of the equipment i.e., DG set/Chiller/transformer proposed in the NIT

OR

Two similar works each of value not less than 50% of the value of the proposed work in these categories with capacity of individual DG set/Chiller/transformer being 80% of the

individual capacity of the equipment i.e., DG set/Chiller/transformer proposed in the NIT

OR

Three similar works each of value not less than 40% of the value of the proposed work in these categories with capacity of individual DG set/Chiller/transformer being 80% of the individual capacity of the equipment i.e., DG set/Chiller/transformer proposed in the NIT

ii. STP/ETP/WTP:

One similar work having value not less than 80% of the value of the proposed work in STP/ETP/WTP

OR

Two similar works each having value not less than 50% of the value of the proposed work in STP/ETP/WTP

OR

Three similar works each having value not less than 40% of the value of the proposed work in STP/ETP/WTP

iii. CCTV/LAN/LV/IP Based EPBAX System:

One similar work having value not less than 80% of the value of the proposed work in these categories of CCTV/LAN/LV/IP Based EPBAX System

OR

Two similar work having value not less than 50% of the value of the proposed work in these categories of CCTV/LAN/LV/IP Based EPBAX System

OR

Three similar work having value not less than 40% of the value of the proposed work in these categories of CCTV/LAN/LV/IP Based EPBAX System

iv. For Fire Fighting System: Experience of having successfully completed similar specialized works with atleast one number of work involving supply & installation of firefighting system including sprinklers, fire pumps & wet riser etc. in a campus comprising of business/ institutional/ residential/ educational/assembly buildings as classified in NBC.

v. For Lifts works: For Lifts, associated agency shall be as per the approved makes.

vi. For Specialized works viz. MGPS, MOTs: Shall be as per Volume 3 SCC

NOTE: The minimum eligible capacity mentioned under this criteria will be rounded off to next available higher capacity for evaluation.

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

The bidder shall submit an undertaking as per Form- H in Rs.100/- stamp paper and submit along with online bid.

Sub-contracting: The works contract may provide for the contractor to get specified works executed from sub-contractors included in the pre-qualification application or later agreed to by the Procuring Entity, with a caveat that the responsibility for all sub-contract work rests with

the prime contractor. Sub-contracting will generally be for specialized items of work as per direction of EIC. Procurement of material, hire of equipment or engagement of labour will not mean sub-contracting. The total value of sub-contracting work will not exceed the per cent of the contract price as specified in the contract (say 49% (forty nine percent)). Sub-contracting by the contractor without the approval of the HITES shall be a breach of contract, unless explicitly permitted in the contract.

- 1.26 **Registration/ License:** The bidder should have their registration for GST, PF, ESIC, Building Cess Registration etc.(whichever is applicable), with the appropriate Authorities. In case the firm is not registered at the time of submission of bid, they will submit an undertaking that they will get themselves registered with the concerned authorities in case they are awarded the work.
- 1.27 The contractor/firm will indemnify Client/HITES, as the case may be, against all penal action that may be levied/effected by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority. An undertaking in this regard is required to be submitted by applicants along with prequalification.
- 1.28 This Notice Inviting bid shall form a part of the contract document. The successful Tenderer/ Contractor Bidder, on acceptance of his e-tender by the Competent Authority for & on behalf of the HITES/ Client, shall, within 25 days from the, date of issue of LOA, sign the contract consisting of:-

The Notice Inviting Bids, all the documents including General Conditions of the Contract 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.

Bid document consists of :

- i. Volume – 1 (Notice Inviting e-Tenders (NIT) & Instructions to Bidders (ITB))
 - ii. Volume – 2 (General Conditions of Contract)
 - iii. Volume - 3 (Specific Conditions of Contract)
 - iv. Volume – 4 (Design Basis Report)
 - v. Volume – 5 (Technical Specifications)
 - vi. Volume– 6 (Tender Drawings)
 - vii. Volume – 7 (Financial Bid)
 - viii. All amendments(s)/ corrigendum, minutes of pre bid meeting, if any.
- 1.29 HITES reserves the right to accept or reject any or all the tenders without assigning any reason, No Bidder shall have any cause of action or claim against the CLIENT/ HITES for rejection of his/ all e-tender (s).

VP (ID), HITES South Operations

SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

2 INTRODUCTION:

2.1 Brief Particulars of the Work

The scope of work includes architectural design, structural design, and design of all required services, obtaining mandatory approvals from local bodies/ authorities required for commencing the work, execution of work & services and handing over the assets after making them habitable in all aspects for Construction of 100 Seats Govt. Medical College, 500 Bedded Hospital and Allied Buildings at Nandurbar, Maharashtra on EPC Basis including Defect Liability Period of 60 Months. The work is to be executed on Design, Engineering, Procurement & Construction (EPC) basis

2.2 Eligibility Criteria & Disqualification:

The eligibility Criteria is as at Section I (Notice inviting e-Tender). It may be noted that even if a Contractor / Bidder meets the eligibility criteria as per clause 1.4.1, Client / HITES 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/bidder:

- 2.2.1 Has made misleading or false representations in the forms, statements, affidavit and attachments submitted;
- 2.2.2 Has been blacklisted / debarred by HLL Lifecare Limited & it's Subsidiaries, Central Govt., State Govt's / Department, Any Govt. agencies, PSUs from participating in the tender and if the blacklisting/debarment subsists on the due date of bid submission
- 2.2.3 Had Records of poor performance during the last five years, as on the date of application, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on. The rescission of a contract of venture JV on account of reasons other than non-performance, such as the most experienced partner (major partner) of JV pulling.
- 2.2.4 Had Suppressed actual facts will be sufficient cause for disqualification.
- 2.2.5 Have not submitted all the supporting documents or not furnished the relevant details as per the prescribed format
- 2.2.6 Is in the currency of debarment by any Government agency

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 Conference:

The Bidders having queries/clarifications regarding the tender can submit their queries at e-tender portal as mentioned in Notice Inviting Bids. The pre-bid meeting will be held as per the details mentioned in section I (Notice Inviting Bids). No other queries shall be

entertained or replied to, after the date of submission of queries. HITES's 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/ and e-tender portal <https://etenders.gov.in/eprocure/app>.

2.3.3 Clarifications

Contractor requiring any clarification with regards to the BID document may utilize the forum of pre-bid to submit queries/clarification regarding the tender can submit their queries at e-tender portal/ as email tenders@hllhites.com. HITES will respond to any request for clarification which is received within the date specified in the NIT. The response (including an explanation on the query but without identifying the source of the inquiry) will be uploaded in the e-tender portal. Only written communication/clarification can be considered as valid.

2.3.4 Amendment to BID Document

- i. At any time prior to the deadline for the submission of Bids, HITES, may, for any reason, whether at its own initiative or in response to a clarification or query raised by prospective Bidders, modify the BID document by an amendment(s)
- ii. The said amendments in the form of the addendum/corrigendum will be made available on website of HITES www.hllhites.com/tenders/, e-tender portal <https://etenders.gov.in/eprocure/app> at least three (3) days prior to the last date of the original or extended deadline for the submission of the bids. The uploading of the said amendment(s)/ addendum(s)/ corrigendum(s) shall be binding of the bidders. The Bidders are advised to regularly visit above mentioned website to ensure that they are aware of the amendment(s)/ addendum(s)/ corrigendum(s). The amendment(s)/ addendum (s)/ corrigendum(s) issued will form part of the BID documents.
- iii. In order to afford prospective Bidders reasonable time for preparing their Bids after taking into accounts such amendments, the, HITES may, at its discretion, extend the deadline for the submission of Bids.

2.3.5 Preparation of Bid:

a) Bidder's responsibility:

- i. The Bidder is solely responsible for the details of his Bid and the preparation of Bids.
- ii. The Bidder is expected to examine carefully all the contents of BID document as mentioned in Notice Inviting e-Tender 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 non - responsive.
- iii. The Bidder shall be deemed to have inspected the Site and its surroundings and taken into account all relevant factors pertaining to the Site, while preparing and submitting the Bid.

b) Project Inspection and Site Visit

Any Site information and drawing given in this Bid Document is for guidance only. The Bidder are instructed to visit and examine the existing building, Site of works, and its surroundings, understand the scope of work at his/their cost and get/ obtain at his/their own responsibility, any information that may consider necessary including conducting site survey, soil investigations, availability of electricity, water and drainage, as applicable for preparing the Bid and entering into contract with HITES, Including availability of electricity, water and drainage.

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

The tenderer may obtain all necessary information as to risks, contingencies & other circumstances (insurgencies etc.) which may influence or affect their tender. Tenderer shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all respect before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained / payable by the HITES/Client at a later date.

Interested bidders may contact HITES representative (Refer Table I in NIT) for site visit and/or for seeking any details regarding execution of proposed work.

Before submitting a Bid, the Bidder shall be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates entered in the Price Bid document are adequate and all-inclusive for the completion of work to the entire satisfaction of the Employer/Owner

The bidders shall submit along with the bid a declaration as per FORM-J of this document duly signed by nominated representative of HITES/Client after site visit. This is mandatory. Bids submitted without FORM-J duly signed by nominated representative of HITES/Client and bidder will be summarily rejected and will not be considered for evaluation.

c) Documents Comprising the Bid

Bidders shall submit their Bids online. The contents of the Technical and Financial packages are as mentioned hereinafter i.e. Clause 2.3.6 & 2.3.7

d) Alternative Proposal by bidders:

Bidders shall submit offers that comply with the requirement of the Tender, as indicated in the drawing and specification. 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, initialing, 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 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 the 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.

2.3.6 **Contents of Packages (Bid Submission):**

The Technical Package has to be submitted in two parts.

A. Technical Package shall comprise the following:

- Online submission of e-tender processing fee/tender document fee. The e-tender

fee is non – refundable.

- **Bid Security/ EMD**

- a. All Bidders shall submit EMD for an amount, as mentioned in Notice Inviting E- Tender
- b. The Bid securities of unsuccessful Bidders shall be discharged/ returned after expiry of the final bid validity and latest on or before the 30th day after the award of contract. However, in case of two packet or two stage bidding, bid securities of unsuccessful bidders during first stage , i.e, technical evaluation etc. should be returned within 30 days of declaration of result of first stage i.e., technical evaluation etc.
- c. The Bid Security shall be forfeited if a bidder withdraws his bid during the period of bid validity or in the case of the successful bidder, if he fails to furnish the necessary performance security or enter into the Contract within the specified time limit.
- d. The Bid Security of the successful bidder shall be returned after receipt of Performance Bank Guarantee as per Clause 1 of General Conditions of Contract (Volume-2).

- **Form A:** Form of bid along with Appendix to be typed on the letterhead and duly signed and stamped by authorized person.
- **Form D:** Format for Power of Attorney for signing of proposal. In case bid is signed by Managing Director/Partner/Proprietor himself, Power of Attorney is not required. It is mandatory to mention on letterhead that the bid is duly signed and stamped by Managing Director/ Partner/ Proprietor.
- Indemnity/ Undertaking/ Affidavits as per requirements [**Form G, H, J, J(1)**]
- **Form F:** Original Affidavit as per format at Form “F”(L1 bidder shall submit the original affidavit within 15 days of award of work)
- **Form F1 & F1-A :** Bidding Capacity
- **Form “T-1”(Financial Information)** – Annual Financial Statement for the last five years ending 2021-22
- **Form “T-1-B”** (Solvency Certificate) issued by banker
- **Form “T-2”** (List of all works of similar nature successfully completed during the last seven years)
- **Form “T-3”** (Performance Report of Works)
- **Form “T-4”** (Structure and Organization)
- **Form “T-5”** (TDS details of private works)

- **Form “T-6” (GST Registration)**
- Copies of GST Registration or undertaking in this regard
- Certificate of Registration for ESI, EPF and acknowledgement of up-to-date file return
- The Integrity Pact & Agreement duly signed by the person authorized to sign the bid on behalf of the bidder. (As per Performa given in GCC).

“The Integrity pact annexed shall be part and parcel of this document, and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Technical Bids. All the bidders are bound to comply with the Integrity Pact clauses. **Bids submitted without filling and duly signing the Integrity Pact & Agreement will be ab initio rejected without assigning reason.**”

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

2.3.7 **Content of Financial Package**

The financial package (**VOLUME 7–FINANCIAL BID/ PRICE BID**) should be submitted **ONLINE** only. Physical submission of financial bid will not be accepted and e-tender shall be rejected. The price quoted shall be excluding GST, but including all applicable costs associated with the Project i.e. any out of pocket/ mobilization expenses, taxes& duties, Building and other Construction Workers welfare Cess and any other applicable statutory taxes, levies as per GCC applicable till the last stipulated date for the receipt of tender including extensions if any and including loading, unloading charges, freight etc. The quoted rates shall be inclusive of all costs towards site visits, planning, designing , site surveys, soil investigations all material, labour, plant and machinery, tools and tackles, batching plant etc. including water & electricity, overhead charges etc. In case Government levies/modifies any tax subsequently, the same will be adjusted plus/minus as the case may be. In case Government levies/modifies any tax subsequently the same will be adjusted plus/minus as the case may be. The Bidder must ensure to fill up price against each item of Price bid. If any cell is left blank then value of that cell shall be treated as “0” (ZERO).

However, in respect of GST, where ever legally applicable the same shall be paid by the contractor to the concerned Authorities as per the prevailing rules. The payment for any bills as per this contract shall be made for the total value of the works at the contract rate plus the GST @18% at the time of billing. Any variation in tax rate of GST (increase or decrease) after the last date of tender submission shall be adjusted at the time of settlement of bills. TDS and other deductions shall be made on payments excluding GST.

All rates quoted shall be in INR only. For MGPS and MOT, the quoted rates shall be for delivery at site including SITC & warranty as per the tender.

2.3.8 **Language of Bid**

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

2.3.9 Currency of Bid

Bid prices shall be quoted in Indian Rupees only. The amount mentioned elsewhere in the bid document will also be deemed to be in Indian Rupees unless otherwise mentioned.

2.3.10 Extension of Bid Validity

Prior to the expiry of the original Bid Validity Period, HITES may, at its discretion, request Bidders to extend the Bid Validity Period for a specified additional period and also correspondingly extend the period of validity of Bid Security submitted in the form of a Bank Guarantee.

2.3.11 Format and Signing of Bid

- a. Bid documents (Technical Package/ bid and financial package/ bid) shall be digital signed by a person duly authorized to sign the Bid documents. The Bidder shall also submit a power of attorney authorizing the person signing the documents.
- b. Entries to be filled in by the Bidder shall be typed or written in indelible ink.
- c. The complete Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by Client, or as necessary to correct errors made by the Bidder. All amendments/corrections shall be initialed by the person or persons signing the Bid.
- d. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

2.3.12 Sealing and Marking of Bids

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

Please note that the price should not be indicated in any of the documents enclosed in Technical package. Non-compliance shall entail rejection of the Bid.

- b. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures shall be accurately filled. In e-tendering, the intending bidder can quote his rates in figures only. The rates in words, amount of each item and total is generated automatically. Therefore, the rate quoted by the bidder in figures shall be taken as correct. In event no rate has been quoted for any item (s), it will be presumed that the contractor has included the cost of this/these items(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

However, if a tenderer quotes nil rates against every 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. Non-compliance shall entail rejection of the Bid.

Rate of item quoted under any section of Bill of Quantity is interchangeable and minimum rate quoted for the same item under any section will be taken for payment.

2.3.13 Modifications/ Substitution/ Withdrawal of Bids

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

submission of bids.

- (b) The bidder may read the instructions in 'Vendor guide' in the e-tender portal for submission/ modification/ withdrawal of bids.

2.3.14 Power of Attorney:

Bidders shall submit, along with Technical Package, a power of attorney, on a stamp paper of appropriate value, in favour of the person signing the Bid documents authorizing him to sign the Bid documents, make corrections/ modifications thereto and interacting with HITES and act as the contact person. The format for the power of attorney shall be as per form D of Bid Document Volume-I. In case bids are signed by Managing Director/Partner/Proprietor himself, Power of Attorney is not required.

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

2.3.15 Bid Opening and Evaluation:

Bid Opening

- i. The Bids will be opened in the presence of Bidders or their authorized representatives who may choose to attend on date & time as mentioned in Notice Inviting e-tender. If such nominated date for opening of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date of opening of the Bid.
- ii. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened.
- iii. Bids which have not complied with one or more of the foregoing instructions may not be considered.
- iv. On opening of the e-Bid, it will be checked if they contain Technical & Financial Bids and e-Tender Processing Fees and EMD/ Bid Security paid online, as detailed above.
- v. The Bidders name, the presence or absence of the requisite details as required or their authorized representative, may consider appropriate will be announced at the time of Bid opening.
- vi. Technical Package of the Bids will be opened first. These will be checked for completeness and confirmation of submission of the requisite EMD/Bid Security. If the documents do not meet the requirements of the e-Tender, a note will be recorded.
- vii. Technical evaluation shall be as per section IV, Evaluation Process.
- viii. Financial Package of all bidders whose bids are found responsive after Technical evaluation will be opened at a later date.

2.3.16 Determination of Responsiveness

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

Document

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

2.3.17 Evaluation of Bids

- i. HITES would examine and evaluate responsive Bids, as per the criteria set out in this document at Section IV Evaluation Process
- ii. HITES reserves the right to reject any Bid if:
 - a. At any time, a material misrepresentation is made or uncovered; **or**
 - b. The Bidder does not respond within the stipulated time to requests for supplemental information/ clarifications required for the evaluation of the Bid; **or**
 - c. It is found that the information provided is not true or incorrect or facts/ material for the evaluation have been suppressed;
- iii. The 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.
 - b. Reject any or all the applications without assigning any reason.

2.3.18 Clarification of Bids

- i. Evaluation of technical Bids submitted by Bidders shall be undertaken based on details submitted therein only. Bidder shall not be allowed to submit on their own, additional information or material subsequent to the date of submission and such material/ information, if submitted, will be disregarded. It is therefore essential that all details are submitted by the Bidder comprehensively, accurately and specifically in their technical Bid, avoiding vague answers. However, Evaluation Committee, if it so desires, reserves the right to seek any clarification from the Bidders on the information provided in the Technical Package. The request for clarifications and the response shall be in writing. No change/ addition in the information or substance of the Bid shall be sought, offered or permitted.
- ii. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm correction of arithmetical errors observed by the Evaluation Committee during the evaluation of Bids.

2.3.19 Process to be Confidential

- i. Except the public opening of the Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the

award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.

- ii. Any effort by a Bidder to influence HITES's Evaluation Committee/ Client in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of Contract, shall result in the rejection of their Bid.

2.3.20 Award of Contract

- i. Award Criteria

HITES will declare the Bidder ranked L1 as Successful Bidder and proceed to issue Letter of 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 Acceptance to the Successful Bidder, notifying him of being declared successful and the intent to sign the Contract Agreement with him. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall mention the sum which HITES, will recommend to pay to the Contractor in consideration of the completion and guarantee of the work to be performed by them, as prescribed therein (hereinafter and in the conditions of Contract called 'the Contract Price'). No correspondence will be entertained by HITES from the unsuccessful Bidders.
- b. The Letter of Acceptance shall constitute a part of the Contract.
- c. Upon submission of Performance Guarantee by the Successful Bidder, HITES will promptly notify the other Bidders and discharge/ return their Bid securities. Successful Contractor shall submit Performance as per the request of HITES / Client .

- iii. Signing of Agreement

- a. HITES shall prepare the Contract Agreement in the Proforma (Form C) included in this document, duly incorporating all the terms of agreement between the two parties. Within **25 days** from the date of issue of the Letter of Acceptance the Successful Bidder will be required to execute the Contract Agreement in stamp paper. The successful bidder has to bear the cost of stamp paper.
- b. Prior to the signing of the Contract Agreement, the Successful Bidder shall submit Performance Guarantee.
- c. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board and Programme Chart (Time and Progress) in MS project / Primavera (as per requirement) and manpower deployment schedule within the period specified in schedule F.
- d. The Contract Agreement shall be duly signed by the HITES and the Contractor through their authorized signatories.
- e. In case the Successful Bidder does not sign the Contract Agreement, HITES reserves the right to cancel the selection process, forfeit any Bid Security and/or Performance Guarantee, as the case may be, submitted by the Successful Bidder and either re-Bid or proceed in any manner that it may deem fit.
- f. Contract agreement will be signed by the authorized signatories.

SECTION III

SCOPE OF WORK

3.1 Bids are invited for following scope of work:

The work is to be executed on Design, Engineering, Procurement & Construction (EPC) basis including defect liability period which shall include all activities for designing, supply, execution, testing & commissioning and obtaining all required statutory approvals during different stages/ phases with respect to the buildings, services and utilities complete as per requirements and directions of Engineer-In Charge. The EPC contractor shall rectify all the defects notified in the buildings & services during the Defect Liability Period (DLP). DLP will be for 60 months from date of final handing over of the project.

Detailed scope of work is given at Volume III (SCC).

SECTION IV

EVALUATION PROCESS

4.1 Evaluation Process:

The Bids will be evaluated in the following stages:

- i. Stage 1- Preliminary & Technical Evaluation
- ii. Stage 2- Financial Evaluation.

4.2 Stage 1-Preliminary & Technical Evaluation

- i. In Preliminary Stage, e-Tender Fee/ Processing Fee and EMD / Bid security will be checked online. E-Tender Fee / Processing Fee and EMD will be checked for veracity of Amount and Form as required by e-tender terms and conditions. If e-Tender Fee / Processing Fee and/or EMD submitted by any bidder is not as per e-tender terms and conditions, his bid will be rejected and will not be considered for further stages of evaluation.

Tender fee (Non-refundable) & EMD as per the tender conditions shall be paid separately, through RTGS/ NEFT transfer. Document of the above transactions completed successfully by the bidder, shall be uploaded separately while submitting the bids online.

ii. Technical Evaluation

a. Technical Bid – Eligibility Criteria

Bidders qualifying in Stage 1 will be considered for further evaluation and the Technical Bids shall be evaluated as per eligibility criteria detailed in Clause 1.4.1 and bidder's eligibility for the work shall be determined. If bidder is not meeting with the minimum eligibility criteria as detailed in Clause 1.4.1, his bid will be rejected and will not be considered for further stages of evaluation. The bidder shall also comply with the technical specification as per the tender document.

HITES, however, reserve the rights to restrict the list of such qualified bidders to any number deemed suitable by it.

- i. The financial Bid of only those Bidders who are technically qualified shall be opened.
- ii. The financial Bids of Bidders whose technical Bids are found unacceptable shall not be opened.
- iii. HITES shall notify all the technically qualified Bidders of their technical qualification indicating the date, time and venue for opening of financial Bids.

b. Technical Evaluation - Performance of the Contractor

The bidders qualifying the eligibility criteria (Clause 1.4) 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 (Form 'T-1' & 'T-1-B)	Maximum 20 marks
(b)	Experience in similar nature of work during last seven years (Form 'T-2')	Maximum 20 marks
(c)	Performance on works (Form 'T-3') – Time over run	Maximum 20 marks
(d)	Performance on works (Form 'T-3') – Quality (Completed Works)	Maximum 40 marks
	Total	100 marks

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.

Details of marking w.r.t technical evaluation of bidders shall be as per Form T-7 of this tender document

4.3 Stage II-Financial Evaluation

- i. The financial bid of all eligible bidders as decided by HITES shall be opened and the decision of HITES will be final and binding.

The date and time of opening of financial bids shall be decided by HITES which will be intimated at an appropriate time.

- ii. 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.
- iii. On opening the financial Bids, the Evaluation Committee shall read out the financial Bid to all the Bidders and record the same.
- iv. The Evaluation Committee shall correct arithmetic errors, if any and sign the same. If any discrepancy is found between the amount in figures shall prevail, as in e-tender figures in words are system generated
- v. If a tenderer quotes nil rates against every item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
- vi. 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.
- vii. If two more bidders quote same lowest price, such lowest bidders can be asked to submit sealed revised offer and the revised offer should not be higher than their original quoted price. The lowest offer can be decided on the basis of revised offer. If the revised offer is again found to be equal, then the lowest bid of these bidders shall be decided by draw in presence of authorized representative of bidders.
- viii. L1 will be declared as Successful Bidder and his offer will be processed further.

Note: L1 bidder, if required shall submit the detailed breakup of quoted amount as per the format given by HITES before award of work. HITES reserve the right to de-scope any component from the quoted amount while awarding the work to the L1 bidder. Further during the execution of work also, HITES reserve the right to de-scope any component from scope of work and the de-scoped component will be removed in line with the amount quoted / accepted for award of work.

4.4 Letter of Acceptance:

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

FORM – “A”

FORM OF BID

Name of Work: CONSTRUCTION OF 100 SEATS GOVT. MEDICAL COLLEGE, 500 BEDDED HOSPITAL AND ALLIED BUILDINGS AT NANDURBAR, MAHARASHTRA, INDIA ON EPC BASIS INCLUDING DEFECT LIABILITY PERIOD OF 60 MONTHS.

Tender no. HITES/IDS/DMER-M/NDBR/23/14

From

(BIDDER)

To

VP (ID), HITES South Operations
HITES,
HLL Bhavan, Golden Jubilee Block,
Thiruvananthapuram – 695 012. Kerala

Sir,

Sub : Submission of Proposal

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

1. We acknowledge that the Appendix forms an integral part of the Bid.
2. While preparing this Bid, we have gathered our own information and conducted our own inquiry/survey to our satisfaction and we did not rely solely on the information provided in the Bid Documents. We shall not hold CLIENT /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. I/We authorize VP (ID), HITES South Operations, HITES or his/her representative to approach individuals, employers, firms and corporation to verify our Solvency / credit limit with the banker, competence, work experience, credibility 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 bank guarantees 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 ONE HUNDRED AND TWENTY DAYS (120) 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 Technical Conditions of 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 CLIENT /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 submit the certificates in support of our suitability, technical knowledge and capability for having successfully completed the works.
15. We enclose;
 - a. All documents as per the checklistNote :
 - 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.....**2023**

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)

Form A - Appendix

APPENDIX TO THE FORM OF BID

i.	(a) Amount of Performance Guarantee to be deposited by financially successful bidder	As per Clause 1 of GCC
	(b) Amount of Security Deposit	As per Clause 1 A of GCC.
ii	Date for commencement of work	As per Schedule "F"
iii	Time for completion	Work completion period: 24 months
iv.	Amount of compensation in case of extension of completion date due to delays by the Contractor	As per Clause 2 of GCC
v.	Defects Liability Period	60 Months DLP will commence after final handing over of the project
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

FORM“T-1”

FINANCIAL INFORMATION

Name of Bidder :

1. Financial Analysis-Details to be furnished duly supported by figures 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 firm registration number issued by ICAI along with the full address.

i) Gross Annual Turnover on construction works for last three consecutive financial years ending 31.03.2022.

Financial Year	Annual Turn Over on Construction works in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet
2019-20	Rs.
2020-21	Rs.
2021-22	Rs.
Average Annual Turnover over the past three years	Rs.

ii) Profit/ Loss for last five consecutive financial years ending 31.03.2022

Financial Information in Rs. Equivalent	2017-18	2018-19	2019-20	2020-21	2021-22
1. Turnover					
2. Total Assets					
3. Current Assets					
4. Total Liabilities					
5. Current Liabilities					
6. Profit before Tax					
7. Profit after Tax					
8. Net Worth					
9. Credit Facility as mentioned in the Certificate duly certified by Bank					

Note: Copies of relevant balance sheets, P&L statements, notes to accounts shall be submitted along with the bid.

Signature of Chartered Accountant with Seal

FRN Number
UDIN Number

Signature of Bidder.

FORM 'T-1-B'

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

(SOLVENCY CERTIFICATE)

Dated:

To

(Tender inviting authority)

.....

.....

.....

This is to certify that to the best of our knowledge and information that M/s./Sh.having marginally noted address, a Customer of our bank are/is respectable 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 Name Designation

Address of Bank

BANK'S SEAL

- NOTE (1) Bankers certificates should be on letter head of the Bank, addressed to tendering authority issued after invitation of bid
- (2) In case of partnership firm, certificate should include names of all partners as recorded with the bank.

FORM "T-2"

DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED IN LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF BID

Name of the Bidder.....

S1.N	Details	
1.	Name of work / project and location	
2.	Owner/Client or sponsoring organization	
3.	Type of work (with respect to the eligibility criteria of this bid)	
4.	Work Components[Please tick (√) in relevant box]	
a	RCC Framed Structure	
b	Finishing Works	
c	Water Supply and sanitary installation works	
d	External development and Drainage	
e	Electrical installations	
f	Firefighting Works	
g	LV Works	
h	Lifts	
i	HVAC Works	
j	Substation	
5.	No. of basements	
6.	No. of storeys	
7.	Height of building	
8.	No of Beds in case of Hospital Building	
9.	Cost of work on completion in Rs. Crores	
10.	Date of commencement as per contract	
11.	Stipulated date of completion	
12.	Actual date of completion	
13.	Date and No. of completion certificate	
14.	Ref. & Page No. of documentary proof of the detail missing in completion certificate	
15.	*Litigation/ arbitration cases pending / in progress with details	
16.	Name and Address (Postal & E-mail) / telephone number of officer to whom reference may be made	
17.	Whether the work was done on back to back basis	

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.

Signature of Applicant

FORM "T-3"

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

1.	Name of work / Project & Location		
2.	Agreement No.		
3.	Whether the work is carried out in Engineering, Procurement & Construction (EPC)/Turnkey basis		Yes/ No
4.	Name of Contractor		
5.	Estimated Cost		
6.	Tendered Cost		
7.	Cost of Completed Work		
8.	Date of Start		
9.	Date of completion		
	i)	Stipulated Date of Completion (as mentioned in work order)	
	ii)	Actual Date of Completion	
10.	i)	Whether case of levy of compensation for delay has been decided or not	Yes/ No
	ii)	If decided, amount of compensation levied for delayed completion, if any.	
11.	Work Components [Please tick (√) in relevant box]		
	a)	RCC Framed Structure	
	b)	Finishing Works	
	c)	Water Supply and sanitary installation works	
	d)	External development and Drainage	
	e)	Electrical installations	
	f)	Firefighting Works	
	g)	LV Works	
	h)	Lifts	
	i)	HVAC Works	
	j)	Substation	
12.	No. of basements		
13.	No. of storeys		
14.	Height of building		
16.	Details of Hospital Project (if applicable)		
	a) Type of Hospital		
	b) No. of Beds		
17.	Performance Report		

	1) Quality of Work	Outstanding /Very Good/Good/Poor
	2) Financial Soundness	Outstanding /Very Good/Good/Poor
	3) Technical Proficiency	Outstanding /Very Good/Good/Poor
	4) Resourcefulness	Outstanding /Very Good/Good/Poor
	5) General Behaviour	Outstanding /Very Good/Good/Poor

Dated : _____

Executive Engineer or Equivalent
(Name, Designation with Sign & seal)

FORM "T-4"

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	
	e) A Joint Venture	
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

Form –“T-5”

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

Sl. No.	Description	Details
1.	Name of work	
2.	Name of Clients	
3.	Project cost in crores	
4.	No. and date of completion certificate	
5.	Cost of the work on completion in crores	
6.	Payments received as per TDS in Crores	
7.	TDS Corresponding to the payments	
8.	Year wise TDS as per form-26AS/ Form 16A relating to the work.	

Note:

1. Value of work done will be considered commensurate with value of TDS certificates.
2. 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 From-26AS.
3. 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.

Form-“T-6”

GST Registration Details

Sl. 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	
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

Form 'T- 7'

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

ATTRIBUTES		EVALUATION					
(a)	Financial Strength (20 Marks)						
	(i) Average Annual Construction Turnover (16 Marks)	60% marks for minimum eligibility criteria					
	(ii) Solvency Certificate (4 Marks)	100% marks for twice the minimum eligibility criteria or more					
		In between (i) & (ii) – on pro rata basis					
(b)	Experience of similar class of works (20 marks)	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)	Performance on works (Time over run) (20 Marks)						
	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)	Performance of Works (Quality) (40 Marks)	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 (Form 'T-1' & 'T-1 B')	Maximum 20 marks					
b	Experience in similar nature of work during last five years (Form 'T-2')	Maximum 20 marks					
c	Performance on works (Form 'T-3') – Time over run	Maximum 20 marks					
d	Performance on works (Form 'T-3') – Quality(Completed Works)	Maximum 40 marks					
	Total	100 marks					
Technical Evaluation Minimum Score:							
(i) To become eligible in the following evaluation steps/process, the bidder must secure at least 50% marks in each attribute and minimum 60% marks in aggregate. Bids not obtaining the minimum score in the technical evaluation shall be rejected.							
(ii) Above eligibility is subject to meeting all requirement under evaluation and qualification							

Form-B

FORM OF PERFORMANCE GUARANTEE BANK GUARANTEE

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

To,
VP (ID), HITES South Operations
HITES
HLL Bhavan, Golden Jubilee Block,
Poojappura.P.O, Thiruvananthapuram – 695 012, Kerala

Dear Sir,

In consideration of the CLIENT (Directorate of Medical Education and Research (DMER), Mumbai, New Delhi) for Construction of 100 Seats Govt. Medical College, 500 Bedded Hospital and Allied Buildings at Nandurbar, Maharashtra, India on EPC Basis including Defect Liability Period of 60 months which expression shall include his successor and assignees represented by his Project Consultant, M/s HITES, HLL Bhavan, Golden Jubilee Block, Poojappura PO, Thiruvananthapuram-695012 (herein after called HITES) having awarded to ----- having its Registered Office at ----- (hereinafter referred to as “the said Contractor (s)”, which expression shall include his successor and assignees) for the work of Construction of 100 Seats Govt. Medical College, 500 Bedded Hospital and Allied Buildings at Nandurbar, Maharashtra, India on EPC Basis including Defect Liability Period of 60 months a Contract No. ----- in terms interalia, of the and the General Conditions of Contract and upon the condition of the Contractor's furnishing Security for the performance of the Contractor's obligations and discharge of the Contractor's liability under and in connection with the said Contract up to a sum of Rs.-----Rupees -----) amounting to 5% percent of the total Contract value.

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

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

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

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

Notwithstanding anything contained herein above:

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

Dated _____ day of _____ 2023

For and on behalf of Bank.

Issued under seal

Form C

FORM OF AGREEMENT

(On a stamp paper of appropriate value. Contractor shall bear the cost of stamp paper)

Agreement No......

This agreement is made at on the day of 2023 between **M/s HITES (HITES)** having its office atwhich 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.**

AND

M/s ----- a Company incorporated under the Companies Act 1956 having Registered Office at ----- and 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

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.
 - i) Volume - 1- (NIT & ITB)
 - ii) Volume - 2 - General Conditions of Contract (GCC)
 - iii) Volume - 3 - Specific Conditions of Contract (SCC)
 - iv) Volume - 4 - Design Basis Report (DBR)
 - v) Volume - 5 - Technical Specifications
 - vi) Volume - 6 - Tender Drawings
 - vii) volume 7 - Financial Bid
 - vii) Amendments & other documents (To be specifically added)
 - viii) Letter of Award (LOA) No. dated .
Technical and Financial bids submitted by bidder.
3. In consideration of the payment to be made 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. Whereas HITES has accepted bid/ negotiated Bid for the above mentioned work for an amount of Rs. _____ (Rupees _____ Only). The above bid/ negotiated bid amount is inclusive of all prevailing taxes including, Building and other Construction Workers welfare Cess and any other applicable statutory taxes, levies and excluding Goods and Services Tax as per terms & conditions of Bid document.
5. The payment to the contractor will be made by HITES in consideration of the execution and completion of the Project and the remedying of defects therein, the total Contract Price of Rs. -----
----- only) being the sum stated in the letter of Acceptance /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.
6. **OBLIGATION OF THE CONTRACTOR**

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

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

For and on behalf of the Contractor SIGNED, SEALED AND DELIVERED	For and on behalf of the HITES SIGNED, SEALED AND DELIVERED
Signature of the authorized official	Signature of the authorized official
Name of the Contractor Stamp / Seal of the Contractor	Name of the official Stamp / Seal
in the presence of: Witness _____ Name _____ Address _____	in the presence of: Witness _____ Name _____ Address _____

Form D

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL (Authorized Signatory) (in stamp paper of appropriate value)

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 ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Project and submission of all documents and providing information / responses to _____, representing us in all matters before __, and generally dealing with _____ in all matters in connection with our proposal for the said Project.

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

For (name of authorised representative of firm)

Witness:.....

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

For (name of authorised representative of firm)

Form- "F"

AFFIDAVIT

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

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also 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 confirm that M/s _____ have not been under blacklisting/debarred by HLL Lifecare Ltd. & its subsidiaries, Central Govt., State Govt. / Department, Any Govt. agencies, PSUs from participating in the tender and if the blacklisting/debarment subsists on the due date of bid submission, such bidder shall not be eligible to submit the bid.
4. I/We undertake and confirm that eligible works(s) as mentioned in eligibility criteria 1.4.1(a) 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 bidding in HITES 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 Performance Guarantee.
5. 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.
6. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the HITES.
7. The undersigned hereby confirmed that if the work is awarded to us, the work will be executed with utmost quality and in case of any rectification suggested by Client/HITES at any stage of work due to poor quality, the same will be re executed by us at free of cost.
8. The undersigned undertake that 'I/We have not altered/ modified the financial bid attached in the HITES e-tender portal. If it is found during the tender stage or later that the BOQ is modified by us, the HITES shall have the right to reject our bid'.
9. The undersigned hereby confirmed that 'The work if awarded to us will be directly executed by us and subcontractors will be employed only for specialized works after getting the concurrence of HITES'.
10. The Undersigned hereby confirmed that we are not having/initiated any Litigation pending / in progress with HLL / HITES.
11. That(name of bidder) shall comply with the Make in India Policy as per the order issued by Govt. of India, Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and Rule 144(xi) of General Financial Rules (GFR) 2017 as per the order issued by Public Procurement Division, Ministry of Finance, GOI F.No.6/18/2019-PPD dated 23.07.2020 or any revision thereof during the entire tenancy of contract. We shall submit necessary document / certificate to authenticate our claim as per the requirement of Engineer in charge.

12. The Undersigned hereby confirmed that we have not suppressed any fact for being eligible to bid.

Signed by an Authorised Officer of the Bidder

Form “ F-1”

FORM FOR BIDDER’S BIDDING CAPACITY

Name of the Firm/Bidder :-

Name of Work:-

Tender no. HITES/IDS/..../. dated2023

The Bidding capacity of the bidder should be equal to or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula:

$$\text{Bidding Capacity (Rs.)} = \{[A \times N \times 1.5] - B\}$$

(Calculation sheet of working out Bidding capacity shall be attached) Where,

A= Maximum turnover (as per Form T-1) in construction works executed in any one year during the last five years taking into account the completed as well as works in progress. The maximum turnover shall be brought to current costing level i.e. upto to previous day of last date of submission for bids by enhancing at a simple rate of 7% per annum.

N = Number of years prescribed for completion of work for which bids has been invited.

B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bid has been invited. (Details to be attached, signed & sealed by CA in ‘Form F1-A’)

Calculation

Maximum turnover in last seven years = Rs..... (Year..)

Updated value of turnover (A) = Rs.....

Value of existing commitments and ongoing works (B) = Rs.....

No. of years (N) =

Bidding Capacity= $\{[A \times N \times 1.5] - B\}$ =

Bidding Capacity (Rs.).....

Signature of Chartered Account with Seal

Signature of Bidder(s)

Form F-1A

Bidding capacity

Value of existing commitments and ongoing works to be completed during the period of completion of work for which bid has been invited. (B)

Sl No.	Name of work/Project and location	Client / owner	Contract Value (Rs Cr)	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Remaining work in percentage (100- column 7)	Existing commitment Column 4 x Column 8 /100	Name and address/ telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10	11

Signature of Chartered Account with Seal

Signature of Bidder(s)

Form-“G”

UNDERTAKING

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

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

Signed by an Authorised Officer of the Firm

FORM – H

UNDERTAKING (FOR SPECIALIZED AGENCY)

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

Name of work:

Ref: Tender no. HITES/IDS/23/..... DATED

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

a. For Specialized works viz. Substations, DG Sets, HVAC System, STP, ETP, Fire Fighting, Lift, as required:

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

i. HVAC/DG set/Substation:

One similar work of value not less than 80% of the value of the proposed work in these categories with capacity of individual DG set/Chiller/transformer being 80% of the individual capacity of the equipment i.e., DG set/Chiller/transformer proposed in the NIT

OR

Two similar works each of value not less than 50% of the value of the proposed work in these categories with capacity of individual DG set/Chiller/Transformer being 80% of the individual capacity of the equipment i.e., DG set/Chiller/transformer proposed in the NIT

OR

Three similar works each of value not less than 40% of the value of the proposed work in these categories with capacity of individual DGset/chiller/Transformer being 80% of the individual capacity of the equipment i.e., DG set/Chiller/transformer proposed in the NIT

ii. STP/ETP/WTP:

One similar work having value not less than 80% of the value of the proposed work in STP/ETP/WTP

OR

Two similar works each having value not less than 50% of the value of the proposed work in STP/ETP/WTP

OR

Three similar works each having value not less than 40% of the value of the proposed work in STP/ETP/WTP

iii. CCTV/LAN/LV/IP Based EPBAX System:

One similar work having value not less than 80% of the value of the proposed work in these categories of CCTV/LAN/LV/IP Based EPBAX System

OR

Two similar work having value not less than 50% of the value of the proposed work in these categories of CCTV/LAN/LV/IP Based EPBAX System

OR

Three similar work having value not less than 40% of the value of the proposed work in these categories of CCTV/LAN/LV/IP Based EPBAX System

- iv. For Fire Fighting System: Experience of having successfully completed similar specialized works with atleast one number of work involving supply & installation of firefighting system including sprinklers, fire pumps & wet riser etc. in a campus comprising of business/ institutional/ residential/ educational/assembly buildings as classified in NBC.
- v. For Lifts works: For Lifts, associated agency shall be as per the approved makes.
- vii. For Specialized works viz. MGPS, MOTs: Shall be as per Volume 3 SCC

NOTE: The minimum eligible capacity mentioned under this criteria will be rounded off to next available higher capacity for evaluation.

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

(Authorized Signatory of Bidder)

FORM-J

**FORMAT FOR UNDERSTANDING THE PROJECT SITE
(on Bidder Letter Head)**

I/we hereby certify that I/we have examined & inspected the site & its surrounding satisfactorily, where the project is to be executed as per the scope of works. I/ We are well aware about the Location and conditions etc.

I / We hereby submit our BID considering above all facts gathered during site visit and each & every aspect has been considered in the Quoted cost of the project as per BOQ.

1. Name of Bidder Representative with Designation visited the site: -

2. Name of Bidder/Firm:-.....

3. Tender to be participated by Bidder:-

4. Name of Site visited with dates: -

a) _____ on _____

b) _____ on _____

Please add on as required

(Name with designation)
Representative of the Agency/Firm

Countersigned

Representative of HITES

Note: Technical Bids without Proof of Site Visit will be summarily rejected.

FORM-J (1)

UNDERTAKING FOR ASSOCIATION OF SPECIALISED AGENCY FOR E & M

We undertake that we shall submit within 45 days after award of work an undertaking from the OEMs for specialised E&M works of Lifts & DG Sets that “OEM shall unconditionally support the lowest tenderer technically throughout the execution of contract as well as for Maintenance/Comprehensive Maintenance Contract for the useful life of the system, and they shall also provide all the spares required for healthy functioning of the equipment for at least seven years from the date of supply of equipment”.

Signature of bidder(s) with stamp

(Note: the declaration shall be submitted by the bidder in their company letter head duly signed & sealed by the authorized representative of the bidder)

Annexure –A

Conditions to be followed by Joint Venture firms (Ref. Clause 1.4.)

In case the Bidder is a Joint Venture, it shall comply with the following additional requirements:

- i. All the partners of the JV shall be Indian firms
- ii. Bid should contain the information required for each Member of the Joint Venture.
- iii. No Bidder shall submit more than one BID for the Project. A Bidder bidding individually or as a member of a Joint Venture shall not be entitled to submit another BID either individually or as a member of any Joint Venture, as the case may be.
- iv. In case the Bidder is a Joint Venture, shall upload along with the online bid, Power of Attorney in favour of the Lead Member in the format at Annexure- B and joint bidding agreement in the format at Annexure-C. Lowest Bidder shall be required to submit original Power of Attorney in favour of the Lead Member and original Joint Bidding Agreement before issuance of LOA by the Authority.
- v. Members of the Joint Venture shall nominate one member as the lead member (the “Lead Member”).
- vi. All the members shall jointly meet eligibility criteria (100%) required as per tender as below:

Sl No	Eligibility Criteria	Each partner	One partner
1	1.4.1 (a) (i) (ii)	-	Any one partner shall meet the requirement
2	1.4.1 (c)	Must meet 25% of the requirement	Must meet 40% of the requirement
3	1.4.1 (d)	Must meet 25% of the requirement	Must meet 40% of the requirement
4	1.4.1 (e)	Must meet 25% of the requirement	Must meet 40% of the requirement
5	1.4.1 (f)	Must meet 25% of the requirement	Must meet 40% of the requirement

- vii. Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and defect liability obligations
- viii. Convey the commitment(s) of the Lead Member in accordance with this BID, in case the contract to undertake the Project is awarded to the Joint Venture; and clearly outline the proposed roles & responsibilities, if any, of each member;
- ix. commit the approximate share of work to be undertaken by each member
- x. include a statement to the effect that all members of the Joint Venture shall be liable jointly and severally for all obligations of the Contractor in relation to the Project until the Defect Liability Period is achieved in accordance with the EPC Contract;
- xi. Except as provided under this BID, there shall not be any amendment to the Joint Bidding Agreement.
- xii. That none of bidder (partners) should not have been blacklisted/debarred by HLL Lifecare Ltd. & it's subsidiaries, Central Govt., State Govts./ Departments, Any Govt. agencies, PSUs from participating in the tender and if the blacklisting/debarment subsists on the due date of bid submission, such bidder shall not be eligible to submit the bid.

- xiii. The pre-qualification of a joint venture does not necessarily pre-qualify any of its partners individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to the written approval of the Tender Inviting Authority.
- xiv. The contract agreement, in case of successful Bidder, should be signed jointly by each Joint Venture partners.
- xv. An entity can be a partner in only one Joint Venture/consortium/partnership firm. Bid or bids submitted by Joint Ventures/consortium/partnership firm including the same entity as partner will be rejected.
- xvi. Online submission of EMD shall be done by the Lead Partner in case of submission of bids by JV
- xvii. E-Tender Processing Fee (Non-refundable) shall be submitted by the Lead Partner in case of submission of bids by JV
- xviii. Each partner shall submit the Forms (T1, T1B, T2 – T6) including bidding capacity required as per the tender separately. All other forms , affidavits, undertakings shall be duly signed & sealed by all partners of JV / consortium
- xix. In case of JV, Performance Guarantee shall be provided by both the partners in proportion to their participation in the project or in the name of Joint Venture
- xx. A separate Single Registration, PAN, PF, GST Registration, Bank details and responsibility matrix are required from the JV Partners (under the name of the Joint Venture) at the time of signing of Agreement.
- xxi. Payments towards RA bills / final bills shall be released in line with the tender conditions to the designated account in the name of JV Partners (under the name of the Joint Venture).

Annexure -B

Format for Power of Attorney for Lead Member of Joint Venture

Whereas, HITES as Executing Agency on behalf of Directorate of Medical Education and Research (DMER), Government of Maharashtra has invited BIDs for the work of “Construction of 100 Seats Govt. Medical College, 500 Bedded Hospital and Allied Buildings at Nandurbar, Maharashtra on EPC Basis Including Defect Liability Period of 60 Months” vide tender no..... dated

Whereas,,, and (collectively the “Joint Venture”) being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the BID documents including agreement in respect of the Project, and

Whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture’s BID for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s. having our registered office at ..., M/s. ... having our registered office at, and having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S having its registered office at, being one of the Members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the bidding process and, in the event the Joint Venture is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Joint Venture and submission of its BID for the Project, including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in pre BID and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the BID of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture’s BID for the in all respect Project and/ or upon award thereof till the EPC Contract is entered into with the Authority & Compelled.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint Venture.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF.....2023

For (Signature) (Name & Title)	For (Signature) (Name & Title)	For (Signature) (Name & Title)
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Annexure -C

Format for Joint Bidding Agreement for Joint Venture

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of20...

AMONGST

1. {..... Limited, and having its registered office at } (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, having its registered office at } and (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, and having its registered office at} (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

- A. HITES as Executing Agency on behalf of Directorate of Medical Education and Research (DMER), Government of Maharashtra has invited BIDs for the work of “Construction of 100 Seats Govt. Medical College, 500 Bedded Hospital and Allied Buildings at Nandurbar, Maharashtra on EPC Basis Including Defect Liability Period of 60 Months” vide tender no..... dated
- B. The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the BID document and other bid documents in respect of the Project, and
- C. It is a necessary condition under the BID document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the BID.

2. Joint Venture

2.1 The Parties do hereby irrevocably constitute a Joint Venture (the “**Joint Venture**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.

3. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into an EPC Contract with HITES for performing all its obligations as the Contractor in terms of the EPC Contract for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and for performing all its obligations as the Contractor in terms of the EPC Contract for the Project;
- (b) Party of the Second Part shall be {the Member of the Joint Venture; and}
- (c) Party of the Third Part shall be {the Member of the Joint Venture. }

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the BID and the EPC Contract, till such time as the completion of the Project is achieved under and in accordance with the EPC Contract.

6. Share of work in the Project

The Parties agree that the proportion of construction in the EPC Contract to be allocated among the members shall be as follows:

First Party:

Second Party:

{Third Party: }

Further, the Lead Member shall itself undertake and perform at least 51 (fifty one) per cent of the total length of the project if the Contract is allocated to the Joint Venture.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the “Defects Liability Period”) is achieved under and in accordance with the EPC Contract, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of {India}.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.SIGNED, SEALED AND DELIVERED

For and on behalf of		
LEAD MEMBER by:	SECOND PART	THIRD PART
(Signature)	(Signature)	(Signature)
(Name)	(Name)	(Name)
(Designation)	(Designation)	(Designation)
(Address)	(Address)	(Address)
In the presence of:		
1.....	2.....	

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed

Annexure -1

Checklist

CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID

TECHNICAL PACKAGE - Part I

Sl. No.	Name of Document	Mode of submission	Page No.
1.	Non-refundable fee of Rs.53,100/- (inclusive of GST) only as e-tender processing fee	Online	
2.	Bid Security/EMD of Rs.5,00,000/-		
3.	Form of bid and Appendix (Form A) for the bid		
4.	Power of Attorney (Form D) in favour of the person signing the Bid		
5.	Affidavit by Bidder (Form F) on a Rs.100/- non judicial stamp paper duly notarized, to this effect, as per prescribed format		
6.	Affidavit/ Indemnity / Undertaking (Form F,F-1A,G,H,J,J-1)		
7.	Form "T-1" (Financial Information)		
8.	Form "T-1-B" (Solvency Certificate)		
9.	Form "T-2" (List of all works of similar nature successfully completed during the last seven years)		
10.	Form "T-3" (Performance Report of Works)		
11.	Form "T-4" (Structure and Organization)		
12.	Form "T-5" (TDS details of private works)		
13.	Form "T-6" (GST Registration)		
14.	Copies of GST/ ESI/EPF registration		
15.	Integrity Pact and Agreement duly filled and signed by the authorized signatory on behalf of the bidder (as per Performa given in GCC Vol-II)		
16.	All pages of the entire tender document/ Corrigendum/ addendum (if any)/ pre bid clarifications (if any) signed by the authorised person of the bidder/bidder.		
17.	Any other document as specified in the tender document		

FINANCIAL PACKAGE COMPRISING OF:

S.No	Name of Document	Mode of submission	Page No.
1.	Price Bid (Bill of Quantities – Volume 7)	Online	

END OF VOLUME 1