

# **Vol.-1: NIT & ITB**

## **CONSTRUCTION OF HEALTH FACILITIES UNDER ECRP-II in (U.P.)**

**HLL INFRA TECH SERVICES LTD. (HITES)**

**As**

**Construction Agency of  
National Health Mission, Govt. of U.P.**

**Invites e-Tender for**

**“Construction of health facilities under Emergency Response and Health Systems Preparedness Package-Phase-II”(ECRP-II)at 4 Districts of Bareilly Division in the state of Uttar Pradesh under NHM on Design, Engineering, Procurement and Construction (EPC) Basis”**

**Tender No. HITES/IDN/EPC/ ADL-BED/NHM/2021-22/PKG-2**

**Volume-1**

**Notice Inviting E-Tender  
&  
Instructions to Bidders**

**(February, 2022)**

**CLIENT**



**NATIONAL HEALTH MISSION  
Govt. of Uttar Pradesh**

**CONSTRUCTION AGENCY**



B-14 A, SECTOR 62  
NOIDA, UP 201 307  
PH.: 0120 4071 500 FAX: 0120 4071 513  
[www.hllhites.com](http://www.hllhites.com)

## **PRESS NOTICE**

**HLL Infra Tech Services Limited**

**Notice Inviting E-Tender**

**Tender NO.: HITES/IDN/EPC/ADL-BED/NHM/2021-22**

HLL Infra Tech Services Ltd. (HITES) on behalf of NHM, Govt. of UP, invites bids online through e-tendering from eligible contractors/firms in two bid system for the Construction of Health facilities under “ Covid-19 ECRP-II” in EPC mode, in the existing Hospitals of Chitrakoot, Moradabad & Bareilly Divisions in UP. The bid documents shall be available online from 24.02.2022. For submission and other details, please refer detailed NIT available on websites [www.hllhites.com/tenders](http://www.hllhites.com/tenders), <https://etenders.gov.in/eprocure/app>. Corrigendum/amendments, if any, will be notified on these websites only and separate advertisement will not be made for the same. HITES reserve the rights to accept or reject any application without assigning any reason or incurring any liability whatsoever.

**Chief Engineer-ID**

**NATIONAL HEALTH MISSION  
(Government of Uttar Pradesh)  
NOTICE INVITING e-TENDER**

**“Construction of health facilities under ECRP-II at 4 Districts of Bareilly Division in the state of Uttar Pradesh under NHM on Design, Engineering, Procurement and Construction (EPC) Basis”**

**Tender No. HITES/IDN/EPC/ ADL-BED/NHM/2021-22/PKG-2**

Associate Vice President (ID) HLL Infra Tech Services Ltd. (HITES), B-14-A, Sector-62, Noida-201307, on behalf of Mission Director, NHM, U.P., invites online bids on Design, Engineering, Procurement and Construction (EPC) basis through e-tendering from eligible contractors/firms in two bid system for the following works:-

Name and Description of work	Tender Nos.	Estimated cost (Rs. in Lakhs)	Completion period of work (Months)	Date of availability of bid document online	Date & time of pre-bid meeting	Last date to fill/ upload the bid through e-tendering	Date of opening of bids	Bid Security (EMD) amount (Rs. in lakhs)
Const. of Additional Beds at Existing Hospitals in 4 Districts of Bareilly Division (UP) PKG-2	Tender No. HITES/IDN/EPC/ADL-BED/NHM/2021-22/PKG-II	2623.05	03 Months for 06 bedded, 20 bedded, 32 bedded & 42 bedded ward & 06 months for 50 bedded ward	24.02.2022	03.03.2022 at 11:30 Hrs.	09.03.2022 Up to 14:00 Hrs.	10.03.2022 at 14:00 Hrs.	36.23

For submission & other tender details, please refer detailed NIT available on website [www.hllhites.com](http://www.hllhites.com), e-Procurement System at NIC's (CPP Portal) <https://etenders.gov.in/eprocure/app>. Corrigendum/amendments etc., if any, will be notified on these websites only and separate advertisement will not be made for the same.

The bidder would be required to register at <https://etenders.gov.in/eprocure/app>. This registration is free of cost.

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

The bidders are required to submit the under mentioned documents in the office of The Vice President (ID) M/s HLL Infra Tech Services Ltd. (HITES), B-14A, Sector – 62, NOIDA (UP):

- Original non-refundable Demand Draft / Pay order or Banker's Cheque of any Scheduled Bank drawn in favour of M/s HLL Infra Tech Services Ltd. (HITES) Payable at New Delhi/ NOIDA for an amount of Rs.14,750/- (Rs. Fourteen Thousand and Seven Hundred Fifty only) inclusive of GST as cost of Tender document.
- Original EMD/bid security in approved format.
- Form A-Form of Bid and appendix, Form-E and Form-G as attached in Vol. I of Tender, in

respect of above work before the last date and time. The documents to be uploaded online are listed at Annexure I of the NIT & ITB (Vol. 1).

The complete set of Tender Documents comprising Volumes 1, 2, 2 A, 3, 4, 5, 6 & 7 shall be made available, as per schedule above, on e-Procurement System at NIC's (CPP Portal) <https://etenders.gov.in/eprocure/app>.

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

Prospective bidders are advised to regularly scan through website of HITES [www.hllhites.com](http://www.hllhites.com) and e-Procurement System at NIC's (CPP Portal) <https://etenders.gov.in/eprocure/app>, as corrigendum/amendments etc., if any, will be notified on this portal only and separate advertisement will not be made for the same.

**Associate Vice President (ID)**  
**HLL Infra Tech Services Ltd.**  
**for & on Behalf of Mission Director, NHM, (UP)**

## **TABLE OF CONTENTS**

<b>Sr. No.</b>	<b>Items</b>	<b>Page No.</b>
1.	Disclaimer	1
2.	Definitions	2
3.	<b>General information</b>	4
4.	<b>Section-I (Notice Inviting Tender-NIT)</b>	5
5.	Eligibility Criteria	7
6.	<b>Section-II (Instruction to Bidders)</b>	<b>14</b>
7.	Introduction	14
8.	Contents of Package	17
9.	Technical Package	17
10.	Financial Packages	20
11.	Power of Attorney	22
12.	Bid opening and evaluation	22
13.	Determination of responsiveness	23
14.	Evaluation of Bid	23
15.	Clarification of Bid	24
16.	Process to be confidential	24
17.	Award of Contract	24
18.	<b>Section - III (Scope of Work)</b>	<b>26</b>
19.	<b>Section - IV Evaluation Process</b>	<b>27</b>
20.	Evaluation Process & Criteria, Stage-I (Technical Evaluation), Stage-II (Financial Evaluation), Letter of Award	27
21.	Form “A” – Form of Bid	30
22.	Form “T1” (Financial Information)	34
23.	Form “T1-B-1/T1-B-2) (Form of Banker’s Certificate from a scheduled Bank)	35-36

<b>Sr. No.</b>	<b>Items</b>	<b>Page No.</b>
24.	Form “T2” (Details of Eligible Similar Nature of Works Completed)	37
25.	Form “T2A” (Details of Work in Progress)	39
26.	Form “T3” (Performance Report of Works Referred To In Form-T-2)	40
27.	Form “T4” (Structure and Organization)	42
28.	Form “T5” (TDS Details for Private Sector Projects for the Works executed in India)	43
29.	Form “T-6” (GST Registration Details)	44
30.	Form “T-7” (Criteria for evaluation of the performance of bidders)	45
31.	Form “B” – Form of Bid Security Bank Guarantee (EMD)	47
32.	Form “C” – Form of Performance Bank Guarantee	49
33.	Form “D” – Form of Agreement	52
34.	Form “E” – Format of Power of Attorney for signing of proposals	54
35.	Form “F” – Undertaking- Specialized Agency	55
36.	Form “G” –Affidavit - Litigation details etc.	56
37.	Form “H” Affidavit -PF/ESI etc.	57
38.	Form “I” Format of BG for Mobilization Advance	58
39.	Form “J” Bidding Capacity	60
40.	Checklist of Documents to be submitted with the Bid	61

**DISCLAIMER**

This document has been prepared by HLL Infra Tech Services Ltd. (HITES), (A Subsidiary of HLL Lifecare Limited, A Government of India Enterprise) for and on behalf of Mission Director, NHM (UP). The information is provided to prospective Bidders, who are interested to Bid for *“Construction of Additional Beds in EPC mode at existing Hospitals of Bareilly Division (Bareilly, Budaun, Pilibhit & Shahjahanpur Districts) (UP) PKG-II in the state of Uttar Pradesh on Design, Engineering, Procurement and Construction (EPC) Basis”*

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 reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any 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”** shall mean “Construction of Health facilities under ECRP-II using Conventional Brick Mortar Methodology at Bareilly Division in the state of Uttar Pradesh, under NHM on Design, Engineering, Procurement and Construction (EPC) Basis”.
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 Document”** shall mean documents issued by HITES to the prospective Bidder. The word **“Tender”** is synonymous with **“Bid”**.
5. **“BID/Tender”** shall mean the Bid/Tender submitted by the prospective Bidder. The word **“Tender”** is synonymous with **“Bid”**.
6. **“Bid Security/ Earnest Money”** shall mean the amount to be deposited by the Bidder with the Tender.
7. **“Bid Validity”** shall mean the period for which the Bids shall remain valid.
8. **“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”**.
9. **“Client/ Employer/”** shall mean Mission Director, National Health Mission (U.P.) or their nominee/ assignee.
10. **“HITES”** shall mean HLL Infra Tech Services Ltd. (HITES), (A Subsidiary of HLL Lifecare Limited, A Government of India Enterprise) appointed as Construction Agency by Mission Director, National Health Mission (U.P.) for Construction of Health facilities under ECRP-II using Conventional Brick Mortar Methodology at Bareilly Division in the state of Uttar Pradesh, under NHM on Design, Engineering, Procurement and Construction (EPC) Basis”.
11. **“Contract Agreement”** shall mean the agreement to be signed between the Successful Tenderer(s) and the competent authority for and on behalf CLIENT /HITES and/or their authorized representative.
12. **“Contract Price”** shall mean the financial bid of the Successful Tenderer(s) as accepted by the CLIENT/HITES.
13. **“Date of commencement of work”** shall mean the date of Start as specified in the Schedule “F” or the date of handing over of the site(s), whichever is later as indicated in the tender document.
14. **“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 Contractors any defect noticed in the works and the Contractors are liable for rectification of such defects. Proof of dispatch of letter notifying the defects/ intimating the representatives of Contractors at site(s) on the last date of Defect liability period will make the Contractor(s) liable for rectifying all such defects.



15. **“Engineer-in-Charge” (EIC)** means the Engineer Officer as mentioned in the schedule “F” hereunder, as authorized by HITES.
16. **“Evaluation Committee”** shall mean the committee for the evaluation of the bids as constituted by HITES.
17. **“Successful Tenderer”** shall mean the Tenderers declared technically and financially successful for the Projects and with whom, the Contract Agreement shall be signed.
18. **“Letter of Award/ Letter of Acceptance”** shall mean the letter issued by the HITES to the Successful Tenderers inviting him to sign the Contract Agreement.
19. **“Performance Guarantee”** shall mean the amount to be paid by the Successful Tenderers as per relevant clause mentioned elsewhere.
20. **“Similar Works”** shall mean the work as defined in eligibility criteria.
21. **“Scheduled banks”** mean **“Scheduled Commercial Banks”**
22. **“NIT”** means **Notice Inviting-Tender**. The word **“Notice Inviting e-Tender”** is synonymous with **“Notice Inviting Bids”**.
23. **“Tender/Bid Processing Fee”** shall mean the amount to be paid by the Bidders/Tenderers in consideration of cost of bid document.
24. **“ITB”** means **Instructions to Bidders**
25. **“YEAR”** means “Financial Year” unless stated otherwise.
26. **“GST”** shall mean Goods and Service Tax.
27. **“Contractor/EPC Contractor”** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

## **General information**

### **Check List for Contractors for Submission of Bids**

1. The bidders should read complete Tender Documents, including all the instructions, General Conditions of Contract, terms and conditions, contract clauses, nomenclature of items, Design Basis Report, specifications etc., contained in the tender documents very carefully, before quoting the rates.
2. The bidders shall quote the rate for complete scope of work in the financial bid in both words and figures.
3. The bidders shall quote his rates keeping in mind the scope of work, specifications, terms and conditions, additional conditions and special conditions etc. and nothing extra shall be payable whatsoever unless otherwise specified.
4. The successful bidders on achieving L-1 status shall also furnish performance guarantee of 3% of the tendered amount which will be returned on proportional basis as per clause 1 of GCC (Vol. 2) in addition to the other deposits mentioned elsewhere in the contract for proper performance of the agreement. The performance guarantee shall be in the shape of FDR or Bank guarantee as per Performa given in Form C.
5. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney should be produced with the tender and it must be disclosed that the firm is duly registered under the Indian Partnership Act-1952.
6. The bidder shall quote their rates considering all prevalent taxes/ cess like GST, Workers Cess or any other tax on material / work as applicable and nothing extra shall be paid to the contractor on this account. HITES shall deduct workers cess, any other tax as applicable, from the RA bills & final bill. However, the contractor shall pay GST to the concerned authorities directly, TDS as applicable shall be deducted from all bills of contractor.
7. The conditional tender will not be entertained at all and bid shall be summarily rejected.
8. Online bid documents submitted by intending bidders shall be opened, only of those bidders, whose EMD deposited with HITES and other documents scanned and uploaded are found in order.

**SECTION-I****NOTICE INVITING e-TENDER (Detailed NIT)**

**“Const. of Additional Beds in EPC mode at existing Hospitals of Bareilly Division (UP) PKG-II in the state of Uttar Pradesh on Design, Engineering, Procurement and Construction (EPC) Basis”**

- 1.1. HLL Infra Tech Services Ltd. (HITES), B-14-A, Sector-62, Noida-201307, as Construction Agency of National Health Mission (Uttar Pradesh), for this Project, invites on-line bids on “Design, Engineering, Procurement and Construction (EPC) basis” from eligible bidders, in two bid system, through e-tendering.
- 1.2. The estimated cost of works is as given in Table - I. The Associate Vice President (ID) M/s HLL Infra Tech Services Ltd. (HITES) (A Subsidiary of HLL Lifecare Limited, A Government of India Enterprise), will deal with all the matters relating to invitation of tenders. Any clarification shall be sought from The Associate Vice President (ID), HITES, B-14A, Sector – 62, NOIDA (UP) -201307, on courier/fax no. : 0120-4071513. The NIT and other details are also available on the website of HITES [www.hllhites.com/tenders/](http://www.hllhites.com/tenders/) and e-Procurement System at NIC’s (CPP Portal) <https://etenders.gov.in/eprocure/app>.

**TABLE – I**

Sl. No.	Description	Details
1	Tender No.	Tender No. - HITES/IDN/EPC/ ADL-BED/NHM/2021-22/PKG-2
2	Name &Description of Work	Const. of Additional Beds at existing Hospitals at 4 Districts of Bareilly Division (UP) in the state of Uttar Pradesh on Design, Engineering, Procurement and Construction (EPC) Basis PKG-II”
3	Location	Existing Hospitals at 4 Districts of Bareilly Division
4	Estimated cost put to bid	Rs.2623.05Lakhs
5. a	Completion period of work (for 06 bedded ward, 20 bedded ward, 32 bedded ward& 42 bedded ward)	03 months
5. b	Completion period of work (For 50 bed normal ward)	06 months
6	Bid Security (EMD) amount (in Rs.)	Rs.36.23 Lakhs

7	Tender / Bid processing fees to HITES (DD/Pay order or Banker's Cheque)	Rs.14,750/- (Rs. Fourteen Thousand and Seven Hundred Fifty only) -inclusive of GST.
8	Date of availability of Bid documents on line.	24.02.2022
9	Pre-Bid Meeting shall be held on	03.03.2022 at 11:30 Hrs.
10	Last date for receipt of Pre-bid Queries	03.03.2022 up to 5pm (IST) Any queries/representations received later shall not be taken into cognizance. Queries if any can to be sent at email id <a href="mailto:dnoida@hllhites.com">dnoida@hllhites.com</a>
11	Last date to fill/upload the e-tender through e-Tendering.	09.03.2022 Up to 14:00 Hrs.
12	Date & time for opening of Technical Bids	10.03.2022 Up to 14:00 Hrs.
13	Date of opening of Financial Bids	Technically qualified bidders to be intimated at appropriate stage.

**Note:**

- a. The bidder would be required to register at e-Procurement System at NIC's (CPP Portal) <https://etenders.gov.in/eprocure/app>. This registration is free of cost.
- b. Bank Details of HLL Infra Tech Services Ltd. is as under for the purpose of preparation of Bank Guarantee only:

Name of Beneficiary: HLL Infra Tech Services Ltd.

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

Current Account No.: 57500000119955

IFSC Code: HDFC0000088

- 1.3. Pre bid meeting will be held in the office of The Associate Vice President (ID), HLL Infra Tech Services Limited, B-14A, Sector – 62, NOIDA (UP) -201307. Instruction for Pre Bid Video Conferencing Prospective bidder will be provided with the link for joining the online pre-bid video conference. It will be uploaded on CPP Portal and HITES Website on the pre-bid date. In case of change of venue the intimation will be published on at on the website of HITES [www.hllhites.com/tenders/](http://www.hllhites.com/tenders/) and e-Procurement System at NIC's (CPP Portal) <https://etenders.gov.in/eprocure/app>. The HITES shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process.

- 1.4. The intending bidder must read the terms and conditions of Notice Inviting e-tender and the Bid documents carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required. 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 the respective client(s), of having satisfactorily completed the works given in the Eligibility Criteria specified below:

### **Eligibility Criteria**

The Tenderer should meet the following minimum eligibility criteria:

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

- (a) Experience should be in the name of the bidding company and not in subsidiary/ associate company/Group Company etc.
- (b) Experience of having successfully completed works during the last seven years. The works completed upto last date of month previous to the one in which tenders are invited shall be considered.

Three similar completed works, each cost not less than the amount equal to Rs.1049.22Lakhs,

**Or**

Two similar completed works each costing not less than the amount equal to Rs.1573.83 Lakhs.

**Or**

One similar completed work of costing not less than the amount equal to Rs.2098.44Lakhs.

- (c) **“Similar Works”** shall mean construction of minimum one multi-storied Composite structure building having at least two stories including Electrical works. For this purpose, each basement, stilt constructed with the building shall be construed as a story
- (d) The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to previous day of last date of submission of tenders.
- (e) Own works / work under the same management / own certification of the bidder shall not be considered for pre-qualification.
- (f) To become eligible to bid, the bidders shall have to submit an affidavit with their bids as per the Form “Affidavit for having executed eligible similar works directly and not through another contractor on back to back basis” as per format enclosed, on a Non-judicial stamp paper of appropriate value and reproduced hereunder.

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

*I/we shall be debarred for tendering in HITES/Client contracts in future forever. Also, if such a violation comes to the notice of HITES/Client before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee."*

- (g) **Turnover:** Average Annual Financial Turnover on construction works should be at least 50% of the estimated cost during the immediate last three consecutive financial year ending 31st March, 2021. The year in which no turnover is shown, would also be considered for working out the average. The turnover should be of the Bidding Company and not for Group Company or subsidiary company or Group of companies etc. The value of annual turnover figures shall be brought to current value by enhancing the actual turnover figures at simple rate of 7% Per annum,
- (h) **Profit /loss:** The Company should not have incurred any loss (profit after tax should be positive) in more than Two years during last Five years ending FY 2020-21 balance sheets, (balance sheet in case of private/public limited company means its standalone financial statement and consolidated financial statement both)duly audited and certified by the Chartered Accountant with FRN No.

- (i) **Solvency Certificate OR Net Worth Certificate:**

**Solvency Certificate:**

Solvency of amount equal to **Rs.1049.22Lakhs**certified by Banker (on the prescribed format)

**OR**

**Net Worth Certificate:**

The bidder should submit Net worth Certificate of minimum **Rs.262.31Lakhs**issued by the certified Chartered Accountant (on the prescribed format)

- (i) The **bidding capacity** of the contractor 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 formula;

$$\text{Bidding Capacity} = (A * N * 2) - B$$

Where

A= Maximum Turnover in Construction works executed in any one year during the last five years taking in to account the completed as well as work in progress. The value of completed works shall be brought to current costing level by enhancing at 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 bids have been invited.

The Bidding Capacity should be certified by Chartered Accountant.

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

- (l) The bidder should not have been blacklisted/debarred by any Central / State Government Department/Autonomous Body/PSU of the Govt. of India/ State Govt. from participation in the tender, and if the bar subsists on the bid due date, such bidder shall not be eligible to submit the bid. The bidder shall submit duly notarized affidavit to this effect, as per prescribed format (Form “G”).

#### 1.5. **Completion Period :**

The total time allowed for carrying out the works will be as mentioned in Table-I above from the date of start as defined in schedule ‘F’.

- 1.6. The sites for the work are being made available.
- 1.7. The works of Additional Beds Building is to be carried out in the existing Medical Colleges, District Hospitals, Community Health Centers (CHC) & Primary Health Centers (PHC) of Bareilly Division (Bareilly, Budaun, Pilibhit & Shahjahanpur Districts) in the State of Uttar Pradesh.
- 1.8. The bid documents consisting of Notice Inviting e-Tenders (NIT)&Instructions to Bidders (ITB), General Conditions of Contract, Pre-Contract, 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 <https://etenders.gov.in/eprocure/app>.
- i. Tender drawings in the PDF format have been provided in Vol.-6 of the Tender documents.
  - ii. 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 copyright of all these drawings under this tender shall remain with NHM/HITES.
- 1.9. Last date to fill/upload the e-tender through e-Tendering is as per Table-I at Clause 1.2 above.
- 1.10. The bidder is required to have Class III-B (Signing and Encryption) Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities. The DSC should be valid at least for a period of six months from the date of start of bidding. After submission of bid the contractor can re-submit revised bid any number of times but before the last time and date of submission of bid as notified. While submitting the revised bid, the contractor can revise the rate of one or more item(s) any number of times, but before the last time and date of submission of bids as notified.
- 1.11. The bidders are required to submit Earnest Money Deposit, as described in Section-II, Volume-1 and Checklist as per Annexure-I, to the office of The Associate Vice President (ID), M/s HLL Infra Tech Services Ltd. (HITES), B-14A, Sector – 62, NOIDA (UP) in respect of above works before date and time fixed for opening of bid either by speed post/ registered post or by hand, failing which the bid will be declared non-responsive. The Bid can only be submitted after uploading the prescribed scanned documents. All forms and formats are given in this document.

#### 1.12. **E-Tender document Fee Tender Processing Fee and Earnest Money Deposit (EMD)**

- i. **E-Tender document Fee & Processing Fee:** Interested Bidder who wishes to participate in the bid has to make payment, specified in Table –I at 1.2 above,

towards the e-tender document fee & Processing Fee in the form of Demand Draft / Pay order or Banker's Cheque of any Scheduled Bank drawn in favour of "HLL Infra Tech Services Ltd." Payable at New Delhi / NOIDA and the relevant Demand Draft / Pay order or Banker's Cheque to be scanned and uploaded on the e-Tendering website before the due date and closing time of submission of bids as notified and original should be deposited in the office of The Associate Vice President (ID), HLL Infra Tech Services Ltd., B-14A, Sector – 62, NOIDA (UP) - 201307 before the Date & time for submission of Bids. E-tender document Fee & Processing Fee is non-refundable.

- ii. **Earnest Money Deposit (EMD):** Bid shall be accompanied with Earnest money, as mentioned in Table –I above, in the form of demand draft of a scheduled bank issued in favour of "HLL Infra Tech Services Limited" Payable at New Delhi/ NOIDA or fixed deposit receipt or Banker's cheque or Bank Guarantee in favour of "HLL Infra Tech Services Limited" as per Form B, having **validity for six months or more** from the last date of receipt of tenders or any extension thereof.

The earnest money amount in the form of demand draft or pay order or Banker's cheque or Bank Guarantee shall be scanned and uploaded to the e-Tendering website within the period of bids submissions and original should be deposited in the office of The Associate Vice President (ID), HLL Infra Tech Services Limited, B-14A, Sector – 62, NOIDA (UP) -201307 before the Date & Time for submission of Bids.

- iii. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose E-Tender document Fee & Processing Fee and EMD and other documents placed in the envelope are found to be in order.

1.13. The bid submitted shall be come invalid and cost of e-Tender fees shall not be refunded if:

- i. The bidder is found in eligible.
- ii. The bidder does not upload all the documents (including Goods & Service Tax (GST) registration, PAN Card) as stipulated in the bid document.
- iii. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority.

1.14.

- i. The Technical Package Part-I, Part-II and Part-III and Financial Package as detailed in clause 2.3.6 of Section-II ITB shall be submitted online, and will be opened as per the schedule at Table-I above. Technical Package Part-II" of only those tenderer(s), whose **EMD** placed in the other envelope, is found to be in order, shall be opened.
- ii. The hard copies of the documents (in original) referred at Clause 2.3.6 of Section-II ITB are to be submitted in the office of The Associate Vice President (ID), HLL Infra Tech Services Ltd., B-14A, Sector – 62, NOIDA (UP) -201307 before the Date & time for submission of Bids.



- 1.15. The Technical bid shall be opened first on due date and time as mentioned at Table-I above. The time and date of opening of Financial Bid of Bidders qualifying the Technical bid shall be communicated to them at a later date.
- 1.16. The Bidder, whose tender is accepted, will be required to furnish performance guarantee, of the amount and within the period, specified in Schedule F. This guarantee shall be in the form of Fixed Deposit Receipt (FDR) or Banker's Cheque or Demand Draft or Bank Guarantee of any scheduled commercial bank based in India, in favour of "HLL Infra Tech Services Ltd." as per Form C. **Performance Bank Guarantee shall be valid up to sixty days beyond the stipulated date of completion or the extended period, thereof.**
- 1.17. In case the bidder 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 bidder.
- 1.18. The Bidder whose bid is accepted will also be required to furnish either copy of applicable licenses / registration or proof of having made application for obtaining labour licenses, registration with EPFO, ESIC and BOCW, Welfare Board including Provident Fund Code No., if applicable and also ensure the compliance of aforesaid provisions by the sub-agencies, if any engaged by the Contractor for the said work and Programme Chart (time and progress) within the period specified in Schedule 'F' of GCC.
- 1.19. **Performance Evaluation:** Performance Evaluation of the Bidders for eligibility shall be done by HITES. If required, the works executed by the bidders who otherwise qualify may be got inspected by HITES/Client.
- 1.20. Bidders are advised to inspect and examine all the sites and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the sites whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at its own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the works unless otherwise specifically provided for in the contract documents. Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and other conditions, factors etc. having a bearing on the execution of the works.
- 1.21. The Competent Authority for & on behalf of the HITES does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

- 1.22. 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.
- 1.23. The Competent Authority for & on behalf of the Client/ 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 by him for the same.
- 1.24. The Bidder shall not be permitted to tender for works in case his near relative is Gazetted officer in the office of NHM 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.
- 1.25. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the NHM/Government of India and Managerial level in HITES 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.
- 1.26. 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, then the HITES shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the re-tendering process of the work.
- 1.27. 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:
- i. For Specialized works viz. Fire Fighting:
  - ii. Experience of having successfully completed similar specialized works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:
    - a. Fire Fighting System: Experience of having successfully completed similar specialized works with at least one no. of work involving supply & installation of firefighting system including sprinklers, wet riser/ down comer etc. in business/ institutional/ residential/ educational/assembly buildings as classified in NBC.
    - b. Any other specialized works as specified in Tender.

- iii. For all other specialized works, for which the contractor intends to engage a specialized agency for execution of work, the contractor shall take approval of the Engineer-In-Charge before assignment of such agency.
- 1.28. Registration/ License: The bidder should have their registration for GST, PF, ESIC, Building Cess Registration etc., with the appropriate Authorities. In case the bidder is not registered for PF, ESIC, Building Cess Registration (except GST) etc., with the appropriate Authorities 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.
- 1.29. The Bidder will indemnify CLIENT/ HITES, as the case may be, against all penal action that may be levied/effectuated by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority. An undertaking in this regard is required to be submitted by applicant along with their bid.
- 1.30. GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Client/HITES will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension, if any, shall be paid or recovered.
- 1.31. This Notice Inviting e-Tender shall form a part of the contract document. The successful Bidder, on acceptance of his e-tender by the Competent Authority for & on behalf of the HITES/ Client, shall, within 30 days from the stipulated date of start of the work, sign the contract consisting of the Notice Inviting Bids, all the documents including General Conditions of the Contract along with Sections thereto, Specific Conditions of Contract, Specifications, Bill of Quantities and drawings, if any, forming the e-tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto including amendments, corrigendum etc. if any.
- 1.32. **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, if any.**
- 1.33. CLIENT / 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).

**Associate Vice President (ID)**

## **SECTION-II**

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

## **2 INTRODUCTION:**

### **2.1 Brief Scope of the Work**

National Health Mission (UP) have proposed Const. of Additional Beds Buildings in EPC mode at existing Hospitals of Bareilly Division (UP) he State of Uttar Pradesh. The work includes a number of specialized Civil/Electrical/ Mechanical/ Electronic Engineering services etc. to be executed as integral parts of the project, as given in the Design Basis Report (DBR) and other places in the tender documents. The EPC contractor has to the design the buildings by Architectural detailing on the basis of conceptual architectural plans available in the tender documents considerations by adopting the latest technology available in the field. The EPC contractor shall obtain the required statutory approvals. The execution will be done on the basis of detailed design engineering, planning, drawings and details of work, which shall be prepared by consultants appointed by EPC contractor and with the approval of HITES.

### **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 Bidder meets the eligibility criteria, the 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 has been blacklisted/debarred by any Central/State Government Department/ Autonomous Body/ PSU even after bids have been opened and/or work awarded.

### **2.3 BID Documents :**

#### **2.3.1 Contents of BID Documents**

BID Document shall consist of the documents listed in this document along with any schedules, addendum or corrigendum etc. issued by HITES for the purpose.

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

The purpose of the meeting will be to clarify issues and to answer questions on any matter that may arise at this stage. HITES shall conduct pre-Bid meeting(s) at the time and venue mentioned in Notice Inviting e-Tender to answer any queries / provide clarifications that the Bidders may have in connection with the Project and to give them relevant information regarding the same. During the course of Pre-bid meeting, the bidders will be free to seek clarifications and make suggestions for consideration. The HITES shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process. Prospective bidders may send their queries 02 (two) days before the pre-bid meeting so that they can be studied and addressed during pre-bid meeting. Query can also be raised during pre-bid meeting. No queries/ representations will be entertained after pre-bid meeting. The prospective bidders shall submit in writing the queries raised during the pre-bid meeting at the conclusion of the pre-bid meeting and only such queries shall be responded to by the HITES. HITES response (including an explanation on the query but without identifying the source of the inquiry) will be

uploaded on the website of HITES [www.hllhites.com/tenders/](http://www.hllhites.com/tenders/) and <https://etenders.gov.in/eprocure/app>.

Instruction for Pre Bid Video Conferencing Prospective bidder will be provided with the link for joining the online pre-bid video conference. It will be uploaded on CPP Portal and HITES Website on the pre-bid date.

### 2.3.3 Clarifications

A prospective Bidder requiring any clarification with regards to the BID document may notify Associate Vice President (ID), HLL Infra Tech Services Limited, B-14-A, Sector-62, Noida -201307 in writing at the mailing address indicated in Notice Inviting Bid or e-mail at [idnoida@hllhites.com](mailto:idnoida@hllhites.com). Associate Vice President (ID), HLL Infra Tech Services Limited, B-14-A, Sector-62, Noida -201307 will respond any request for clarification which is received within seven days from the date of availability of Tender document on-line. HITES's responses (including an explanation on the query but without identifying the source of the inquiry) upload on the website of HITES [www.hllhites.com](http://www.hllhites.com) & <https://etenders.gov.in/eprocure/app>. Only written communication/clarification shall 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)/ addendum(s)/corrigendum(s).
- ii. The said amendments in the form of the addendum/corrigendum will be made available on website of HITES: [www.hllhites.com](http://www.hllhites.com) and <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 provide prospective Bidders reasonable time for preparing their Bids after taking into accounts such amendments, addendum(s)/corrigendum(s) 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 including the site survey, soil investigation report etc., given in this Bid Document is for guidance only. The Bidder is advised to visit and examine the Site of works and its surroundings at his/their cost and 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.

The Bidder is further advised to ascertain site conditions, location of buildings, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, applicable laws and regulations, and any other matter considered relevant by them.

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

c) Documents Comprising the Bid

Bidders shall submit their Bids online for respective Package of Works. The hard copies of the documents as explained in Clause 2.3.6 are to be submitted.

Following documents are to be submitted:

- 'Technical Package' (Hard Copy & Online)
- 'Financial Package' (Online Only).

The contents of the Technical and Financial packages are as mentioned hereinafter i.e. Clause 2.3.6.

d) Alternative Proposal by bidders:

Bidders shall submit offers that comply with the requirement of the Tender. Alternative Proposal(s) 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 later case a certified copy of the Power of Attorney should accompany the application. In both the cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.

- iv. If the bidder is a Limited company or a corporation, the bid shall be signed by a duly authorized person holding Power of Attorney for signing the application and certified copy of such power of attorney shall also be furnished. The bidder should also furnish a copy of memorandum of articles of association duly attested by a Public Notary.

f) Bid documentation

- i. All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even, if no information is to be provided in a column, a 'Nil' or 'no such case' entry should be made in that column. If any particulars/query is not applicable in case of the bidder, it should be stated as 'Not applicable'. The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms (or) deliberately suppressing the information may result in the bid being summarily disqualified. Bid made by telegram or telex and those received late will not be entertained.
- ii. The bid should be type written. The bidder should sign each page of application, forms and documents before scanning & uploading.
- iii. Over writing should be avoided. Corrections if any should be made by neatly crossing out, initialling, dating and rewriting. Pages of the eligibility criteria document are numbered. Additional Sheets if any added by the Bidder should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- iv. References, information and certificate from the respective clients certifying technical knowledge or capability of the bidder etc. should be signed by an officer not below the rank of Executive Engineer or equivalent.
- v. The bidder may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete envisaged work. He is, however advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by the HITES.
- vi. If private works are shown in support of eligibility, certified copy of the tax deducted at source certificate (TDS) shall be submitted along with the experience certificate and the TDS amount shall tally with the actual amount of work done.

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

The tender/ bid shall be submitted in two package i.e. Technical Package & Financial Package.

#### 2.3.6.1 Technical Package:

The technical package, clearly labeled as “**TECHNICAL PACKAGE**”, is to be submitted in three parts.



## **A. Technical Package, Part-1: e-Tender document Fee & Processing Fee & EMD.**

**This part shall consist of following:-**

- I. Original Non – Refundable e-Tender document Fee and Processing Fee (Hard copy in original and scanned copy online)** as per Table-I in form of Demand Draft / Pay order or Banker's Cheque of any Scheduled Bank drawn in favour of "HLL Infra Tech Services Limited" Payable at New Delhi / NOIDA should be deposited along with physical submission of Technical bid, in the office of The Associate Vice President (ID), HLL Infra Tech Services Limited, B-14A, Sector – 62, NOIDA (UP) -201307 before the Date & time for submission of Bids. The scanned copy of the original relevant Demand Draft / Pay order or Banker's Cheque to be uploaded on the e-Tendering website before the due date and closing time of submission of bids as notified. e-Tender document Fee and Processing Fee is non – refundable. Any physical submission not accompanied by the requisite e-Tender Fee & Processing Fee will be rejected.
- II. Bid Security/EMD, in original. (Hard copy in original and scanned copy online)**
  - a. The Bidder shall enclose EMD with his Bid for an amount, as mentioned in Notice Inviting e-Tender.
  - b. The EMD will be in the form of Demand draft / Banker's Cheque / Bank Guarantee of a scheduled bank issued in favour of "HLL Infra Tech Services Limited" payable at New Delhi / NOIDA or fixed deposit receipt or Banker's Cheque or Bank Guarantee in favour of "HLL Infra Tech Services Limited" as per Form B, having validity for 180 days or more from the last date of receipt of tenders or any extension thereof. The Bank guarantees should be irrevocable and operative for a period of 180 days or more from the last date of receipt of tenders or any extension thereof.
  - c. Bids not accompanied by EMD, shall be treated as non-responsive, and will be summarily rejected by HITES.
  - d. The Bid securities of unsuccessful Bidders shall be discharged/ returned by HITES within 30 days after opening of bids.
  - e. The Bid Security shall be forfeited if a bidder withdraws his bid during the period of bid validity or in the case of the successful bidder, if he fails to submit the necessary performance security or fails to enter into the Contract within time limit specified in Schedule 'F' of General Conditions of Contract.
  - f. The Bid Security Bank Guarantee of the successful bidder shall be returned after receipt of Performance Bank Guarantee as Security Deposit as per Clause 1A of General Conditions of Contract (Volume-2).



- g. EMD (**Form B**) in original as per the required forms should be submitted in the envelope and marked clearly as **Envelope No: 1 “EMD”**.

**B. Technical Package, Part-2: Should be submitted in original with scanned copy of documents to be uploaded online (Hardcopy and Scanned copy online)**

- a. **Form A:** Form of bid along with Appendix to be typed on the letterhead and duly signed and stamped by authorized person.
- b. **Form E:** 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.
- c. **Form-F & H:** Indemnity/ Undertaking/ Affidavits as per requirements
- d. **Form G:** Original Affidavit as per format at Form ‘G’
- e. **Form ‘T-1’** (Financial Information) – Annual Audited Financial Statements for the last five years (Audited balance sheets and Statement of Profit & Loss Account along with notes to accounts duly signed by Chartered Accountant shall be attached with this form for last five financial years i.e. 2016-17, 2017 -18, 2018-19, 2019-20 & 2020-21)
- f. **Form ‘T1 – B-1’/‘T1-B-2’:** Solvency Certificate or Net worth Certificate as per format issued by Bank or Certified Chartered Accountant respectively.

The above listed documents in original are to be submitted in the envelope and marked clearly as **Envelope No: 2 “Technical Package”**.

Envelope No. 1 and Envelope No. 2 should be kept in one single sealed envelope super-scribed with Name of the bidder and Name of the e-tender should be submitted to following address:

**The Associate Vice President (ID)**

**HLL Infra Tech Services Limited,**

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

**C. Technical Package, Part-3: shall be submitted online only duly digitally signed & stamped by authorized signatory and comprise the following:**

- a. **Form ‘T-2’:** (List of all works successfully completed during the last seven years)
- b. **Form ‘T-2A’ :** (List of Works in progress)
- c. **Form ‘T-3’:** (Performance Report of Similar Works)
- d. **Form ‘T-4’:** (Structure and Organization)
- e. **Form ‘T-5’:** All TDS Certificates of Private Sector Projects for the works executed in India.

- f. **Form 'T-6':** (GST Registration Details)
- g. **Form 'F' :** (Bidding Capacity) with supporting documents
- h. Copies of GST Registration or undertaking / EPF Registration/ PAN Number
- i. All pages of the entire Corrigendum/ addendum (if any)/ pre bid clarifications (if any) signed by the authorized person of the bidder(s).
- j. Any other document as specified in the bid document.

#### 2.3.6.2 Financial Package

The financial package (**VOLUME 7–FINANCIAL BID**) should be submitted **ONLINE** only. Physical submission of financial bid will not be accepted and e-tender shall be rejected. The quoted rates should include all costs associated with the Project including any out of pocket / mobilization expenses. Quoted rates shall include all prevailing taxes including Goods and Services Tax, Building and other Construction Workers welfare Cess and any other applicable statutory taxes, levies till the last stipulated date for the receipt of tender including extensions if any. 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 rate against each item of financial bid. If any cell is left blank then value of that cell shall be treated as "0" (ZERO). In event no rate has been quoted for any item (s), it will be presumed that the contractor has included the cost of this/these items(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

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

#### 2.3.7 Language of Bid

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

#### 2.3.8 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.

#### 2.3.9 Extension of Bid Validity

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

#### 2.3.10 Format and Signing of Bid

- a. Bid documents (Technical package and financial package) shall be digital

signed by a person duly authorized to sign the Bid documents. The Bidder shall also submit a Power of Attorney in original authorizing the person signing the documents.

- b. Entries to be filled in by the Bidder shall be typed or written in indelible ink.
- c. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

#### **2.3.11 Sealing and Marking of Bids**

- a. The Bid shall be submitted along with documents and mode of submission mentioned at Clause 2.3.6 mentioned above at Section-II (ITB) and also mentioned in the Checklist at Annexure - I in Volume 1 of the document.

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.

#### **2.3.12 Submission of Bids**

- a. The last date for submission of completed Bids is given in Notice Inviting e-Tender. HITES may, at their discretion, extend this date, in which case all rights and obligations of the CLIENT/ HITES and the Bidder shall thereafter be subjected to the new deadline as extended. If such nominated date for submission of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date for submission of Bid.
- b. Required documents which are required to be submitted in original as per mode defined in Checklist at Annexure I, appended to this document shall be submitted by hand or through registered post or courier service at the address mentioned above. CLIENT/ HITES shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of said documents in time.

#### **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. A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by The Associate Vice President (ID), HLL Infra Tech Services Limited, before the last date for submission of Bids.
- c. Only a single copy of the withdrawal notice shall be prepared and each page of the notice shall be signed and stamped by the authorized signatory. The notice shall be duly marked "WITHDRAWAL". This withdrawal notice will be opened at the time of opening of bid and not earlier. The signature of GPA holder will be verified and withdrawal shall be considered only in case both are same.

#### **2.3.14 Late Bids**

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

### 2.3.15 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 CLIENT / HITES and act as the contact person. The format for the power of attorney shall be as per Form-E of Bid Document Volume-1. In case bids are signed by Managing Director/Partner/Proprietor himself, Power of Attorney is not required.

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

In the event of tender being submitted by a Limited company or a corporation, it must 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.

## 2.4 Bid Opening and Evaluation:

### 2.4.1 Bid opening

- i. The Bids will be opened in the presence of prospective Bidders or their authorized representatives who may choose to attend on date & time as mentioned in Notice Inviting e-Tender. However, the bidders can view the bid opening process online by logging on to the e-tender portal from anywhere.
- ii. 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.
- iii. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened.
- iv. Bids which have not complied with one or more of the foregoing instructions may not be considered.
- v. On opening of the e-Bid, it will be checked if they contain Technical & Financial Bids and e-Tender Processing Fees paid, EMD Bid Security as detailed above.
- vi. Technical Package – Hardcopy (Envelope No. 1) of the Bids will be opened first. These will be checked for completeness and confirmation of submission of the requisite EMD Bid Security. Thereafter Technical Package – Hardcopy (Envelope No. 2) will be opened. If the documents do not meet the requirements of the e-Tender, a note will be recorded.
- vii. The Bidders name, the presence or absence of the requisite EMD and any other details as HITES or their authorized representative, may consider appropriate will be announced at the time of Bid opening.
- viii. Technical evaluation shall be as per Section IV, Evaluation Process.

- ix. Financial Package of all bidders whose bids are found responsive after Technical evaluation will be opened at a later date.

#### 2.4.2 Determination of Responsiveness

- i. Prior to the detailed evaluation of Bids, Client/HITES will determine whether each Bid is responsive to the requirements of the tender.
- ii. For the purpose of this clause, a responsive Bid is one which:
  - a. Have digital signature.
  - b. is accompanied by the Power(s) of Attorney, if required
  - c. contains all the information as requested in the Bid Document
  - d. contains information in formats same/similar as those specified in this Bid Document
  - e. mentions the validity period of the bid
  - 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, CLIENT /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 Client/HITES. The decision of the Client/HITES in this regard shall be final and binding. The financial Packages of non-responsive Bidders shall not be opened.

#### 2.4.3 Evaluation of Bids

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

#### **2.4.4 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 bid.

#### **2.4.5 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 CLIENT /HITES Evaluation Committee in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of Contract, shall result in the rejection of their Bid.

### **2.5 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, Client/HITES will issue the Letter of Award to the Successful Bidder, notifying him of being declared successful and the intent to sign the Contract Agreement with him. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Award') shall mention the amount which HITES, will pay to the Contractor in consideration of the completion and guarantee of the work to be performed by them, as prescribed therein (hereinafter and in the conditions of Contract called 'the Contract Price'). No correspondence will be entertained by Client/HITES from the unsuccessful Bidders.
- b. The Letter of Award shall constitute a part of the Contract.

#### **iii. Signing of Agreement**

- a. HITES shall prepare the Contract Agreement in the Proforma (Form D) included in this document, duly incorporating all the terms of agreement between the two parties within thirty days from the date of issue of the Letter of Award the

Successful Bidder will be required to execute the Contract Agreement.

- b. Prior to the signing of the Contract Agreement, the Successful Bidder shall submit Performance Guarantee.
- c. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board and Programme Chart (Time and Progress) within the period specified in schedule "F" given in Volume –2, GCC.
- d. The Contract Agreement shall be duly signed by the Client/HITES and the Contractor through their authorized signatories.
- e. In case the Successful Bidder does not sign the Contract Agreement, Client/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.

iv. Refund of Earnest Money/ Bid Security

- a. The Earnest Money/ Bid Security will be refunded to the unsuccessful bidders on finalization of the award or on rejection of a bid or at the expiry of the validity period of the tender (unless extended by the bidder), whichever is earlier. However, Earnest Money/ Bid Security Deposit submitted by contractors except the first and second lowest bidders may be returned within 30 days from the date of opening of the price bids.
- b. Earnest Money/ Bid Security will be refunded without waiting for any application or request from unsuccessful bidders.
- c. Details of Demand Draft/ Banker's Cheque received as Earnest Money/ Bid Security with the tender shall be entered in the tender register, and these need not be deposited in the bank except for the successful bidder.

\*\*\*\*\*

### **SECTION-III**

### **SCOPE OF WORK**

#### **3. Bids are invited for following scope of work:**

**3.1.** National Health Mission (UP) have proposed Const. of Additional Beds in EPC mode at existing Hospitals of Bareilly Division (UP) PKG-II in the State of Uttar Pradesh. The work includes a number of specialized Civil/Electrical/ Mechanical/ Electronic Engineering services etc. to be executed as integral parts of the project, as given in the Design Basis Report (DBR) and other places in the tender documents. The EPC contractor has to design the buildings by Architectural detailing on the basis of conceptual architectural plans available in the tender documents considerations by adopting the latest technology available in the field. The execution will be done on the basis of design, planning, drawings and details of work prepared by the EPC contractor by consultants appointed by EPC contractor.

#### **3.2. Special care for existing building& Infrastructure:**

Construction operations in Hospitals which has to be kept running need special attention and careful planning. Therefore, bidders are expected to study the site conditions thoroughly to understand the requirements of the functioning Institute.

There may be some services crossing the construction area of the proposed Building. The scope of work includes dismantling of services falling in the construction area and supporting/shifting & making functional existing services/sewerage and water supply lines or other services lines etc. Existing old structures/building falling if any in area in the proposed building areas shall be dismantled by the successful contractor & nothing extra shall be payable on this account.

All necessary steps and arrangements to be taken care of for safety and precaution of the existing Institute buildings and infrastructure during construction without any damage to the existing building during execution of foundations works or super structure construction activities and other infrastructure/services activities. No extra payment will be made for the above conditions. Any rectification/re-construction required to be done by the Contractor at his own cost. Accordingly, necessary safety arrangements should be taken up well in advance to safeguard existing buildings/ infrastructure during construction activities.

**Refer detailed scope of work as defined in the Design Basis Report, Vol-4 of the tender document**



## **SECTION IV-** **EVALUATION PROCESS**

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

The Bids will be evaluated in the following stages:

- i. Stage 1-Preliminary & Technical Evaluation
- ii. Stage2-Financial Evaluation

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

#### **4.1. Stage 1: Preliminary & Technical Evaluation**

##### **4.1.1. Preliminary Evaluation**

In Preliminary Stage, e-Tender document Fee & Processing Fee & EMD will be checked first. Envelope No. 1 containing hardcopies of EMD will be opened of only those bidders who have submitted bids online on [##### \*\*4.1.2. Technical Evaluation\*\*](https://etenders.gov.in/eprocure/app.e-Tender document 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 document Fee & Processing Fee and / or EMD submitted by any bidder are not as per e-tender terms and conditions, his bid will be rejected and will not be considered for further stages of evaluation.</a></p>
</div>
<div data-bbox=)

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

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

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

Bidders qualifying in Stage 1(4.1.1 & 4.1.2 a.) will be considered for further evaluation and the Technical Bids shall be evaluated as per eligibility criteria detailed in Clause 1.4 and bidder's eligibility for the work shall be determined. If bidder is not meeting with the minimum eligibility criteria as detailed in Clause 1.4, his bid will be rejected and will not be considered for further stages of evaluation.

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

The bidders qualifying the eligibility criteria (Clause 1.4.1) 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-1/T-1-B-2')	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	Maximum 40 marks
	<b>Total</b>	<b>100 marks</b>

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

Client/HITES will carry out technical assessment of submitted technical proposals to determine that the Tenderer has a full comprehension of the work of the contract. In case the Tenderer's technical submittal is found non-complaint with the requirements of the project the same is liable to be rejected. This process is to assure that only technically acceptable proposals are considered for the work.

**Note:**

- i. The HITES reserves the right to inspect the completed as well as on-going works for assessment quality.
- ii. The average value for performance of work from time over run and quality shall be taken on the basis of performance report of eligible similar works.

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

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

## **4.2. Stage 2: Financial Bid**

### **4.3. Evaluation**

The evaluation of financial proposals by Client/HITES will take into account, in addition to the tender amounts, the following factors:

- a. Arithmetical errors corrected by Client/HITES
- b. Such other factors of administrative nature as Client/HITES may consider having a potentially significant impact on contract execution, price and payments, including the effect of items or rates that are unbalanced or unrealistically priced.

The financial proposal shall be processed as under:

- i. Evaluation Committee shall open the financial Bid of the technically qualified Bidders in the presence of the Bidders/their authorized representative, who choose to attend, at the scheduled date and time.
- ii. On opening the financial Bids, the Evaluation Committee shall read out the financial Bid to all the Bidders and record the same.
- iii. If a bidder quotes Nil rates against each item in the tender shall be treated as invalid and will not be considered as lowest tenderer.

- iv. 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.
- v. 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.
- vi. L1 will be declared as Successful Bidder and his offer will be processed further.

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

The Successful Bidder would be notified in writing by Client/HITES by issuing the Letter of Award (LOA) in favour of the Lowest (L1) Bidder. Client/HITES will declare the Bidder ranked L1 as Successful Bidder considering the total bid as mentioned in the NIT. Client/HITES reserves the right to proceed and award the work and issue Letter of Award (LOA) on the basis as per the procedure mentioned in the Bid Document and terms and conditions set out in this Bid document.

**FORM – “A”****FORM OF BID**

From

(BIDDER)

To

**Associate Vice President (ID)  
HLL Infra Tech Services Limited  
B-14-A, Sector-62,  
Noida -201307**

**Name of Work: “Const. of Additional Beds in EPC mode at existing Hospitals of Bareilly Division (UP) PKG-II in the State of Uttar Pradesh on Design, Engineering, Procurement and Construction (EPC) basis”.**

Sir,

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. We submit the requisite certified Solvency/Net Worth certificate and authorize Associate Vice President (ID), HLL Infra Tech Services Limited, Noida to approach the appropriate authority issuing the Solvency/Net Worth to confirm the correctness thereof. I/We also authorize Associate Vice President (ID), HLL Infra Tech Services Limited, Noida to approach individuals, employers, firms and corporation to verify our competence, work experience, and general reputation.
6. We undertake, if our Bid is accepted, to commence the works within the stipulated time and to complete the whole of the works comprised in the Contract within the stipulated time calculated from the start date
7. If our Bid is accepted, we will furnish a bank guarantee as Performance Guarantee for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with as given in the General Conditions of the Contract.

8. We are aware that in the event of delay in execution of the Project, beyond the agreed timelines due to reasons attributable to us, liquidated damages shall be recovered from us.
9. Our Bid is valid for your acceptance for a period of ONE HUNDRED AND TWENTY DAYS from the last date of submission of the Bid as per the Bid Documents or any extension thereto.
10. We agree to the General Conditions of Contract and Specific Conditions of Contract and the terms and conditions mentioned in the Bid Documents.
11. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the Bid price does not include any such amount. We acknowledge the right of 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 checklist
  - b. Bank guarantee for Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) issued by \_\_\_\_\_ (name of the bank) valid until \_\_\_\_\_ towards EMD.

**Note:**

- i. The Appendix forms part of the Bid
- ii. Bidders are required to fill up all the blank spaces in this form of Bid & Appendix.

Dated this.....day of.....**2022**

Signature .....

Name..... in the capacity of .....

Duly authorized to sign Bids for and on behalf of.....

Address .....

Witness – Signature .....

Name .....

Address .....

\*\*\*\*\*

**Certificate**

It is certified that the information given by us towards meeting the requirement of the eligibility to bid are correct. It is also certified that I/We shall be liable to be debarred, disqualified/ cancellation of enlistment in case any information furnished by me/us is found to be incorrect.

Date of submission

**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	3 percent of the total contract price
	(b) Amount of Security Deposit	As per Clause 1 A of GCC.
ii.	Date for commencement of work	As per Schedule "F"
iii. a.	Completion period of work (for 06 bedded ward, 20 bedded ward, 32 bedded ward & 42 bedded ward)	03 months
b.	Completion period of work (For 50 bed normal ward)	06 months
iv.	Amount of compensation in case of extension of completion date due to delays by the Contractor	As per Clause 2 of GCC
v.	Defects Liability Period from the date of issue of "Taking Over Certificate"	(i) Six months from the date of handing over of the buildings to the client, or (ii) One monsoon season away, which ever later, after the overall completion of work and handing over of the total work/ project to the Client.
vi.	(a) Period of validity of Performance Guarantee	As per of GCC
	(b) Period of validity of Security Deposit	As per of GCC

Signature

(Authorized Signatory)

Date .....

Name .....

Place .....

Address .....

**FORM 'T-1'****FINANCIAL INFORMATION**

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 31.03.2021.

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

- ii). **Balance Sheet & Statement of Profit & Loss** for last five consecutive financial years ending 31.03.2019. (The balance sheet in case of Pvt. / Public Ltd. Company means its standalone finance statement and consolidated financial statement both)

Financial Information in Rs. Equivalent	2016-17	2017-18	2018-19	2019-20	2020-21
1. Total Assets					
2. Current Assets					
3. Total Liabilities					
4. Current Liabilities					
5. Profit before Tax					
6. Profit after Tax					
7. Bank solvency amount as mentioned in the bank solvency certificate <b>OR</b> Net Worth (As per Net Worth Certificate)					

**Note:**

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

Signature of Chartered

Signature of Bidder.

Accountant with Seal

FRN Number:

Membership No.:

UDIN:



**FORM 'T-1 B-1'****FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK  
(SOLVENCY CERTIFICATE)**

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

(Signature)  
For the Bank

**NOTE**

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

**FORM 'T-1 B-2'****FORM FOR CERTIFICAT OF NET WORTH FROM CHARTERED ACCOUNTANT**

It is to certify that as per audited balance sheet and profit & loss account during the financial year -----, the Net Worth of M/s------(Name & Registered Address of Individual/ firm/ Company), as on -----(the relevant date ) is Rs.-----after considering all liabilities. It is further certified that the Net Worth of the Company has not eroded by more than 30% in the last three years ending on 31<sup>st</sup> March 2019.

Signature of Chartered Accountant  
Name of Chartered Accountant  
Membership no. of ICAI  
Date and Seal

**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.....

Sl. No.	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	
5.	No. of basements	
6.	No. of storeys	
7.	Height of building	
8.	Cost of work on completion in Rs. Crores	
9.	Date of commencement as per contract	
10.	Stipulated date of completion	
11.	Actual date of completion	

12.	Date and No. of completion certificate	
13.	Ref. & Page No. of documentary proof of the detail missing in completion certificate	
14.	*Litigation/ arbitration cases pending / in progress with details	
15.	Name and Address (Postal & E-mail) / telephone number of officer to whom reference may be made	
16.	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.

**Form 'T-2A'**

**DETAILS OF SIMILAR NATURE OF WORKS  
UNDER EXECUTION/ONGOING WORKS**

Name of the Bidder.....

<b>Sl. No.</b>	<b>Details</b>	
1.	Name of work/ project and location	
2.	Owner or sponsoring organization	
3.	Cost of work in crores of rupees	
4.	Date of commencement as per contract	
5.	Stipulated date of completion	
6.	Up to date percentage progress of works	
7.	Slow progress if any and reasons thereof	
8.	Name and address / telephone number of officer to whom reference may be made	
9.	Remarks	

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

**FORM 'T-3'****PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM-'T-2'/'T-2A'**

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	
12.	No. of basements	
13.	No. of storeys	
14.	Height of building	
15.	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

**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	
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**

<b>Sl. No.</b>	<b>Description</b>	<b>Details</b>
1.	Name of work	
2.	Name of Clients	
3.	Project cost in crore	
4.	No. and date of completion certificate	
5.	Cost of the work on completion in crore	
6.	Payments received as per TDS in crore	
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 Form-26AS.
3. This form need to be supported with form-26AS taken in HTML format or Form -16A.

Signature of Chartered

Signature of Bidder

Accountant with Seal

FRN No.

**Form-“T-6”****GST Registration Details**

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

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

## Form 'T- 7'

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

	ATTRIBUTES		EVALUATION				
(a)	<b>Financial Strength (20 Marks)</b>		(iii) 60% marks for minimum eligibility criteria				
	Average Annual Turnover (16 Marks)		(iv) 100% marks for twice the minimum eligibility criteria or more. In between (i) & (ii) – on pro rata basis				
	Solvency Certificate OR Net Worth Certificate (4 Marks)		(i) 60% marks for minimum eligibility criteria				
(ii) 100% marks for twice the minimum eligibility criteria or more. In between (i) & (ii) – on pro rata basis							
(b)	<b>Experience of similar class of works (20 marks)</b>		(i) 60% marks for minimum eligibility criteria				
			(ii) 100% marks for twice the minimum eligibility criteria or more. In between (i) & (ii) – on pro rata basis				
(c)	<b>Performance on works (Time over run) (20 Marks)</b>						
	Parameter	Calculation for Point	Score				Maximum Points
	If TOR=		1.0	2.0	3.0	>3.50	20
	(i) Without Levy of compensation		20	15	10	10	
	(ii) With Levy of compensation		20	5	0	-5	
	(lii) Levy of compensation not decided		20	10	0	0	
	TOR = AT/ ST, where AT = Actual Time; ST = Stipulated Time						
	Note: - Marks for value in between the stages indicated above is to be determined by straight line variation method.						

(d)	<b>Performance of Works (Quality)</b> <b>(40 Marks)</b>	Performance	Marks
		Outstanding	40
		Very Good	30
		Good	20
		Poor	0
	Bidders qualifying the initial criteria as set out in para 1.4 will be evaluated for following criteria by scoring method on the basis of details furnished by them.		
A	Financial strength (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	Maximum 40 marks	
	<b>Total -</b>	100 marks	
To become eligible for short listing, the bidder must secure at least 50% marks in each attribute and minimum 60% marks in aggregate.			

**Form-B****FORM OF EARNEST MONEY DEPOSIT (BANK GUARANTEE BOND)**

WHEREAS, Bidder..... (Name of Bidder) (herein after called "the Bidder") has submitted his bid dated ..... (date) for-----  
-----, (Name of work) (herein after called "the bidder")

KNOW ALL PEOPLE by these presents that we ..... (Name of bank) having our registered office at ..... (Herein after called "the Bank") are bound unto **Associate Vice President (ID), HLL Infra Tech Services Limited (HITES), NOIDA- 201307** in the sum of Rs. .... (Rs. in words ..... ) for which payment well and truly to be made to the said **Associate Vice President (ID), HLL Infra Tech Services Limited(HITES ), NOIDA- 201307**, the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this .....day of ..... 2.... THE CONDITIONS of this obligation are:

- (1) If after bid opening ..... of bid; the Bidder withdraws, his bid during the period of validity of bid (including extended validity of bid) specified in the Form of Bid;
- (2) If the Bidder having been notified of the acceptance of his bid by HITES.
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidder, if required;

OR

- (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of bid document and Instructions to Bidder,

We undertake to pay to the **Associate Vice President (ID), HLL Infra Tech Services Ltd.(HITES), NOIDA- 201307** either up to the above amount or part thereof upon receipt of his first written demand, without the **Associate Vice President (ID), HLL Infra Tech Services Ltd.(HITES ), NOIDA- 201307** having to substantiates his demand, provided that in his demand the **Vice President (ID), HLL Infra Tech Services Ltd.(HITES ), NOIDA- 201307** will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date (\*) after the deadline for submission of bid as such deadline is stated in the Instructions to Bidder or as it may be extended by the **Associate Vice President (ID), HLL Infra Tech Services Ltd.(HITES ), NOIDA- 201307**, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE .....

**SIGNATURE OF THE BANK**

WITNESS .....

**SEAL**

**(SIGNATURE, NAME AND ADDRESS)**

(\*) Date to be worked out on the basis of validity period of \_\_\_days from the last date of uploading the bid.

**NOTE:**

"The Bank Guarantee issued by the bank must be routed through SFMS platform as per following details:

- a)
  - i. "MT760/ MT760 COV for issuance of bank guarantee
  - ii. MT767/ MT767 COV for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to HDFC Bank, IFS Code: HDFC0000003. Branch Address:

HDFC Bank Ltd.,

G4, Ground Floor, Surya Kiran Building, K G Marg, New Delhi – 110001

The vendor may submit to HITES the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.

**Form-C****FORM OF PERFORMANCE GUARANTEE BANK GUARANTEE**

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

To,

**Associate Vice President (ID)**

**HLL Infra Tech Services Ltd. (HITES),**

**B-14-A, Sector-62, Noida -201307**

Dear Sir,

In consideration of the CLIENT (Mission Director, NHM , Uttar Pradesh) for "*Design, Engineering, Procurement and Construction (EPC) of -----*  
*----- in the State of Uttar Pradesh*" which expression shall include his successor and assignees represented by his Project Consultant, M/s HLL Infra Tech Services Ltd.(HITES ), B-14-A, Sector-62, Noida -201307, (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 "-----  
 -----"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 3% percent of the total Contract value.

1. We,----- (hereinafter called 'The Bank' which expression shall include its successors and assignees) hereby jointly and severally undertake to guarantee the payment to the HITES in rupees forthwith on demand in writing and without protest or demur or any and all moneys payable by the Contractor to the HITES in respect of or in connection with the said Contract inclusive of all the HITES'S losses and damages and costs, (inclusive between attorney and 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 anyway affected or suspended by reason of any dispute or disputes having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the HITES in terms hereof.
  6. The amount stated in any notice of demand addressed by the HITES to the Bank as liable to be paid to the HITES by the Contractor or as suffered or incurred by the HITES on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to the HITES or suffered or incurred by the HITES as the case may be and shall be payable by the Bank to The 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) (Sixty days beyond the stipulated date of completion or the extended period, thereof)
  9. This guarantee shall be in addition to any other guarantee or Security whatsoever that the HITES may now or at any time anyway may have in relation to the Contractor's obligations/or liabilities under and/or in connection with the said Contract, and the HITES shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which the HITES may have or obtain and no forbearance on the part of the HITES in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its full liability hereunder.
  10. It shall not be necessary for the HITES to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any Security which The HITES may have obtained



or obtain from the Contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.

11. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of the HITES in writing and agree that any change in the constitution of the said Contractor or the said bank shall not discharge our liability hereunder.
12. We\_\_\_\_\_ the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.
13. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs.----- (Rupees -----) and this guarantee shall remain in force till ----- - and unless a claim is made on us within 6 months from that date, that is before----- all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities there under.

Notwithstanding anything contained herein above:

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

Dated\_\_\_\_\_day of\_\_\_\_\_2022

For and on behalf of Bank.

Issued under seal :

**NOTE:**

"The Bank Guarantee issued by the bank must be routed through SFMS platform as per following details:

- a).
  - i. "MT760/ MT760 COV for issuance of bank guarantee
  - ii. MT767/ MT767 COV for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to HDFC Bank, IFS Code: HDFC0000003. Branch Address: HDFC Bank Ltd.,  
G4, Ground Floor, Surya Kiran Building, K G Marg, New Delhi – 110001
- b). The vendor may submit to HITES the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.

**Form D****FORM OF AGREEMENT**

This agreement is made at ----- on the ---- day of ----- 2022 between CLIENT/HITES" which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part.**

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

Whereas CLIENT/HITES is desirous that certain works should be executed, for "**Design, Engineering, Procurement and Construction (EPC)** of ----- 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
  - viii) Amendments & other documents (To be specifically added)
  - ix) Letter of Award (LOA) No. \_\_\_\_\_ dated \_\_\_\_\_.
3. In consideration of the payment to be made by HITES to the Contractor as hereinafter mentioned, the Contractor hereby covenants with HITES to execute and complete the Project - "*Design, Engineering, Procurement and Construction (EPC)* of -----" **by 03 (Three) Calendar months** for 06 bedded ward, 20 bedded ward, 32 bedded ward & 42 bedded ward & 06 months for 50 bedded ward from the date of commencement and remedy and defects therein in conformity in all respects with the provisions of the Contract.
4. Whereas HITES has accepted bid/ negotiated Bid for the above mentioned work for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only). The above bid/ negotiated bid amount is inclusive of all prevailing taxes including Goods and Services Tax, Building and other Construction Workers welfare Cess and any other applicable statutory taxes, levies as per terms & conditions of Bid document.

HITES hereby covenants to pay the Contractor in consideration of the execution and completion of the project and remedying of defects therein for contract price of Part-A – Building & Services of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only),

Above being the sum stated in the letter of Award (LOA) subject to such additions there to or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

#### 5. OBLIGATION OF THE CONTRACTOR

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

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

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

**Form E**

**FORMAT FOR POWER OF ATTORNEY FOR**  
**SIGNING OF PROPOSAL (Authorized Signatory)**

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

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

**FORM –F****UNDERTAKING (FOR SPECIALIZED AGENCY)**

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

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

i. For Specialized works viz. Fire Fighting System:

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

- a. Fire Fighting System: Experience of having successfully completed similar specialized works with at least one no. of work involving supply & installation of firefighting system including sprinklers, wet riser/ down comer etc. in business/ institutional/ residential/ educational/assembly buildings as classified in NBC.
  - a. Any other specialized works specified in Tender.
- ii. For all other specialized works, for which the contractor intends to engage a specialized agency for execution of work, the contractor shall take approval of the Engineer-In-Charge before assignment of such agency.

**(Authorized Signatory of Bidder)**

**Form G****AFFIDAVIT**

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

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

\_\_\_\_\_  
Signed by an Authorised Officer of the Bidder

**Form-“H”****UNDERTAKING****(On an 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 Authorized Officer of the Firm

Form-“I”

**FORMAT OF BANK GUARANTEE FOR MOBILISATION ADVANCE****BANK GUARANTEE NO:****ISSUE DATE:**

**The Associate Vice President (ID),  
M/S. HLL Infra Tech Services Ltd. (HITES)  
B-14A, Sector-62,  
Noida-201307, (Uttar Pradesh).**

**Project: “Design, Engineering, Procurement and Construction (EPC) of \_\_\_\_\_  
\_\_\_\_\_”**

**Dear Sirs,****Mobilization Advance Guarantee No.****Amount of Guarantee Rs. \_\_\_\_\_****Guarantee cover from:****Last Date of Lodgment for Claim: \_\_\_\_\_**

In consideration of the M/S. HLL Infra Tech Services Ltd (HITES), as Executing Agency of National Health Mission (NHM) (UP) (hereinafter called "HITES") which expression shall unless repugnant to be subject or context include its successors and permitted assigns) having agreed under the terms and conditions of HITES LOA No. \_\_\_\_\_

“\_\_\_\_\_” Entered into between HLL Infra Tech Services Limited and \_\_\_\_\_ having its Registered Office at \_\_\_\_\_, (herein after called "the said contractor") to make mobilization advance lump-sum advance to the tune of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) subject to submission of the Bank Guarantee for equal amount from any Schedule B. We \_\_\_\_\_, and having its registered office at \_\_\_\_\_ & a branch office inter alia at \_\_\_\_\_ (Hereinafter called as Bank) Do hereby undertake and agree to pay to the HITES to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) on demand stating that the amount claimed by the HITES is due and payable by the contractor for the reasons of non-refund and non- recovery of the amount with simple interest at the rate of 10% p .a. thereon and to unconditionally pay the amount claimed by the HITES under this guarantee on such demand without any demur to the extent aforesaid.

We, \_\_\_\_\_, agree that HITES shall be the sole judge as to whether the said contractor has failed/neglect in performing any of the terms and conditions of the said contract and the decision the HITES in this behalf shall be final and binding on us, in terms hereof.

We \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect up to \_\_\_\_\_ and any claim received after the said date shall in no case bind the bank.



HITES shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnify from time to time vary any of the terms and condition of the said contract or to extend the time of performance by the said contractor or to postpone any time and from time to time any of the powers exercisable by it against to the said contractor and either to enforce or to forbear from enforcing any of the terms and conditions governing the said contract or securities available to HITES and the said Bank shall not be released from its liability under these presents.

Notwithstanding anything contained herein the liability of the said Bank under this guarantee is restricted to Rs. \_\_\_\_\_/- ( Rupees \_\_\_\_\_ only ) and this Guarantee shall come into force from the date hereof and shall remain in full force and effect till \_\_\_\_\_ unless the written demand or claim under this guarantee is made by HITES with us on or before \_\_\_\_\_ all rights of HITES under this guarantee shall cease to have any effect and we shall be relieved and discharged from our liabilities hereunder.

We \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of HITES in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder.

NOTWITHSTANDING anything contained hereinabove:

1. Our liability under the Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)
2. This Bank Guarantee shall be valid up \_\_\_\_\_
3. We are liable to pay the Guarantee amount or any part thereof under this guarantee only and if you serve upon a written claim or demand at \_\_\_\_\_ on or before \_\_\_\_\_.

**FORM 'J'****BIDDING CAPACITY**

A* N* B* Bidding capacity {[AxNx2]-B}	
A= Maximum turnover 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 value of completed works shall be brought to current costing level by enhancing at a simple rate of 7% per annum.	
N= No. of year prescribed for completion of work for which bid has been invited (excluding --- days defect liability period).	
B= Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited.	

Seal of bidder. Date of submission Signature (s) of Bidder(s)

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

Sl. No.	Name of Document	Mode of Submission
1	Non –refundable payment of <u>Rs.11,800/-</u> (Rs. Eleven Thousand and Eight Hundred only) as e-Tender document Fee & E-Tender Processing Fee of Rs. 2950/-(Rs. Two Thousand nine hundred fifty only, in favour of “HLL Infra Tech Services Limited”	Original
2.	Bid Security / EMD (Form B) in favour of “HLL Infra Tech Services Limited” payable at Noida / Delhi	In Original in Envelope no. 1 & submit Scanned Copy Online
3.	Form of bid and Appendix (Form A) for the bid	In Original in Envelope no. 2 & submit Scanned Copy Online
4.	Power of Attorney (Form E) in favour of the person signing the Bid	
5.	Undertaking for engaging specialized agencies (Form F)	
6.	Affidavit by Bidder (Form G) duly notarized on non-judicial of appropriate value- stamp paper	
7.	Affidavit/ Indemnity / Undertaking (Form H)	
8.	Form “T-1” (Financial Information)	
9.	Form “T-1-B-1”/”T-1-B-2 ( Solvency Certificate/ Net Worth Certificate as per Clause 1.4 )	
TECHNICAL PACKAGE – Online		
1.	Form “T-2” (Details of Eligible Similar Works completed)	Online
2.	Form “T-2A” (Details of Works in progress)	
3.	Form “T-3” (Performance Report of Works referred to in Form T-2/T-2A)	
4.	Form “T-4” (Structure and Organization)	
5.	Form “T-5” (All TDS Certificates of Private Sector Projects for the works executed in India.)	
6.	Form “T-6” (GST Registration Details)	

7.	Form “J” (Bidding Capacity) with supporting documents showing value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited.	
8.	Copies of GST Registration or undertaking / EPF Registration/ PAN Number	
9.	All pages of the entire Corrigendum/ addendum (if any)/ pre bid clarifications (if any) signed by the Authorised person of the bidder/bidder.	
10.	Any other document as specified in the bid document.	
<b>Note:- All the uploaded documents should be in readable, printable &amp; legible form.</b>		

**FINANCIAL PACKAGE: Online**

Sl. No.	Name of Document	Mode of submission
1.	Digitally signed bid / Price Bid (Financial Bids – Volume-7)	Online

**END OF VOLUME –1**