

E-TENDER FOR CONSTRUCTION OF ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BIBINAGAR (TELANGANA) ON EPC BASIS (Re-Tender)

Tender No. HITES/IDS/21/23



Vol 1:	NIT & ITB
Vol 2:	General Conditions of Contract
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Vol 4:	Design Basis Report
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Vol 6:	Tender Drawings
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CLIENT



Ministry of Health & Family Welfare
Government of India

EXECUTING AGENCY



ARCHITECT

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Vol 1: NIT & ITB

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**HLL INFRA TECH SERVICES LIMITED (HITES)
As Executing Agency of
MINISTRY OF HEALTH & FAMILY WELFARE, GOI**

**E-Tender For
Construction of All India Institute of Medical Sciences,
Bibinagar (Telangana) on EPC Basis (Re-Tender)**

Tender No. HITES/IDS/21/23

Volume-1 (NIT & ITB)



HLL Bhavan, Golden Jubilee Block,
Poojappura, Trivandrum
Pin code- 695012, Kerala
Ph.: 0471 2775500
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PRESS NOTICE

Ministry of Health & Family Welfare, Government of India

NOTICE INVITING e-TENDER

Construction of All India Institute of Medical Sciences at Bibinagar (Telangana) on EPC Basis (Re-Tender)

Tender No. HITES/IDS/21/23 dated 11.02.2022

HLL Infra Tech Services Ltd. (HITES), as Executing Agency of Ministry of Health & Family Welfare, Govt. of India for this Project, invites online bids on Design, Engineering, Procurement and Construction (EPC) basis including Operation & Maintenance through e-tendering from eligible contractors/firms in two bid system for the following work:-

Name and Description of work	Estimated cost	Completion period of Work	Last date to fill/ upload the bid through e- tendering
Design, Engineering, Procurement and Construction (EPC) including Operation & Maintenance of All India Institute of Medical Sciences at Bibinagar (Telangana), INDIA	Estimated cost Part A: Design, Engineering, Procurement and Construction (EPC): Rs. 776.13Cr Part B: Operation & Maintenance: Rs.23.50Cr Total (Part A+ Part B): Rs.799.63Cr	Part A:- 24 Months Part B:- In phased manner as per bid document	03.03.2022 Upto 15:00 Hrs.

For submission & other tender details, please refer e-tender portal <https://etenders.gov.in/e procure/app> and www.hllhites.com. Corrigendum/amendments etc., if any, will be notified on these websites only and separate advertisement will not be made for the same.

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

Associate Vice President (Civil)

Ministry of Health & Family Welfare, Govt. of India

NOTICE INVITING e-TENDER

Construction of All India Institute of Medical Sciences at Bibinagar (Telangana), on EPC Basis (Re-Tender)

Tender No. HITES/IDS/21/23 dated 11.02.2022

HLL Infra Tech Services Ltd. (HITES), HLL Bhavan, Golden Jubilee Block, Poojappura PO, Thiruvananthapuram-695 012, as Executing Agency of Ministry of Health & Family Welfare, Govt. of India for this project, invites online bids on EPC basis through e-tendering from eligible contractors/firms in two bid system for the following work:-

Name and Description of work	Estimated cost	Completion period of Work	Date of availability of bid document online	Last Date & Time to receive pre-bid queries through e-tender portal/ e-mail	Last date to fill/ upload the bid through e-tendering	Date of opening of bids
Design, Engineering, Procurement and Construction (EPC) including Operation & Maintenance of All India Institute of Medical Sciences At Bibinagar (Telangana), INDIA	Estimated cost Part A: Design, Engineering, Procurement and Construction (EPC): Rs. 776.13Cr Part B: Operation & Maintenance: Rs.23.50Cr Total (Part A+ Part B): Rs.799.63Cr	Part A:- 24 Months Part B:- In phased manner as per bid document	11.02.2022	16.02.2022 at 10:00 Hrs.	03.03.2022 Upto 15:00 Hrs.	04.03.2022 at 15:00 Hrs.

All bidders shall submit bid security declaration in the format given in FORM-B of Volume I

The NIT and other details are also available in the e-tender portal <https://etenders.gov.in/eprocure/app> and in the website of HITES www.hllhites.com/tenders/, and <http://pmssy-mohfw.nic.in>.

The complete set of Tender Documents comprising Volumes 1, 2, 3, 4, 5, 6 & 7 shall be made available, as per schedule above, on e-tender 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, e-tender 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 (Civil)

GENERAL INSTRUCTION TO BIDDERS FOR E-TENDERING

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

8.1 Registration

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

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

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

9. Searching for Tender Documents

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

10. Preparation of Bids

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/ XLS/ RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly

submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

- e) Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.
11. More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>.
12. Tenderers are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.
13. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24x7 Help Desk details are as below:
- For any technical related queries please call at 24 x 7 Help Desk Number: 0120-4001 062, 0120-4001 002, 0120-4001 005, 0120-6277 787 (country code +91)
E Mail Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority
Technical - support-eproc@nic.in, Policy Related - cphp-doe@nic.in
14. Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject while emailing any issue along with the contact details.
15. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender. Address for communication and place of opening of bids:
- Associate Vice President (Civil)
HLL Infra Tech Services Ltd (HITES)
Golden Jubilee Block, HLL Bhavan,
Poojappura P.O,
Thiruvananthapuram-12,
Kerala
16. The bids shall be opened online in the presence of the Bidders/ their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.
17. More details can be had from the Office of the Tender Inviting Authority during working hours. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.
18. A firm/ bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will

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

19. Online Tender Process:

The tender process shall consist of the following stages;

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

20. Tender Document Fees:

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

Bank : SBI, Commercial Branch, Thycaud, Trivandrum
A/c No. : 38160968975
IFS Code : SBIN0004350

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

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

21. HLL Infra Tech Services Limited does not bind themselves to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the bidders.
22. HLL Infra Tech Services Limited reserves to themselves the right of accepting the whole or any part of the tender and bidder shall be bound to perform the same at his quoted rates.
23. Conditional bids and bids not uploaded with appropriate/desired documents may be rejected out

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

24. Submission Process:

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

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

Associate Vice President (Civil)

HITES

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DISCLAIMER

This document has been prepared by HLL Infra Tech Services Ltd. (HITES), (Subsidiary of HLL Lifecare Ltd., A Government of India Enterprise) as Executing Agency of Ministry of Health & Family Welfare, Govt. of India for the Project. The information is provided to prospective Bidders, who are interested to Bid for **“Design, Engineering, Procurement and Construction (EPC) including Operation & Maintenance of All India Institute of Medical Sciences At Bibinagar (Telangana), INDIA”**

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

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

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

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

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

Definitions

1. **“Application”** shall mean the response submitted by interested parties.
2. **“Project”** shall mean **Construction of All India Institute of Medical Sciences at Bibinagar (Telangana), INDIA.**
3. **“Site”** shall mean the place where the works under the Project are to be carried out and the details of which are provided in this document.
4. **“BID/Tender”** shall mean documents issued by HITES to the prospective Bidder. The word **“Tender”** is synonymous with **“Bid”**.
5. **“Bid Validity”** shall mean the period for which the Bids shall remain valid.
6. **“Bidder”** shall mean the individual, proprietary firm, firm in partnership, limited company, private or public or corporation participating in the tendering process pursuant to and in accordance with the terms of this document. The word **“Tenderer”** is synonymous with **“Bidder”**.
7. **“Client/ Employer/ MoHFW”** shall mean Ministry of Health & Family Welfare, Govt. of India or their nominee/ assignee.
8. **“HITES”** shall mean HLL Infra Tech Services Ltd. (HITES), (100% Subsidiary of HLL Lifecare Ltd., A Government of India Enterprise) appointed by MoHFW as Executing Agency for the project.
9. **“Contract Agreement”** shall mean the agreement to be signed between the Successful Tenderer and the competent authority for and on behalf CLIENT /HITES and/or their authorized representative.
10. **“Contract Price”** shall mean the financial bid of the Successful Tenderer as accepted by the CLIENT/HITES.
11. **“Date of commencement of work”** shall mean the date of Start as specified in the Schedule “F” or the date of handing over of the site, whichever is later as indicated in the tender document.
12. **“Defects Liability Period”** means the period after completion of the Project during which the Client or his authorized representative/ Engineer-in-charge/ HITES that will notify to the Contractor any defect noticed in the work and the Contractor is liable for rectification of such defects. Proof of dispatch of letter notifying the defect/ intimating the representative of Contractor at site on the last date of Defect liability period will make the Contractor liable for rectify all such defects.
13. **“Operation & Maintenance Period”** means the period after completion of the Project during which the Contractor is liable to provide the required Operation & Maintenance services for various components of the project.
14. **“Engineer-in-Charge” (EIC)** means the Engineer Officer as mentioned in the schedule “F” hereunder, as authorized by HITES.

15. **“Evaluation Committee”** shall mean the committee for the evaluation of the bids as constituted by HITES.
16. **“Successful Tenderer”** shall mean the Tenderer declared technically and financially successful for the Project and with whom, the Contract Agreement shall be signed.
17. **“Letter of Award/ Letter of Acceptance”** shall mean the letter issued by the HITES to the Successful Tenderer inviting him to sign the Contract Agreement.
18. **Performance Guarantee** shall mean the amount to be paid by the Successful Tenderer as per relevant clause mentioned elsewhere.
19. **“Similar Works”** shall mean the work as defined in eligibility criteria.
20. **“Scheduled banks”** mean **“Scheduled Commercial Banks”**
21. **“NIT”** means **Notice inviting e-Tender**. The word **“Notice Inviting e-Tender”** is synonymous with **“Notice Inviting Bids”**.
22. **“Transaction Fee”** shall mean the amount to be paid by the Bidders/Tenderers in consideration of registration on e-tender portal if required.
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.

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

- 1.1. HLL Infra Tech Services Ltd. (HITES), (Subsidiary of HLL Lifecare Ltd., A Government of India Enterprise), HLL Bhavan, Golden Jubilee Block, Thiruvananthapuram-695 012 as Executing Agency of Ministry of Health & Family Welfare, Govt. of India for this Project, invites on-line bids on Design, Engineering, Procurement and Construction (EPC) including Operation & Maintenance basis from eligible bidders, in two bid system, through e-tendering.
- 1.2. The estimated cost of work is as given in Table - I. The Associate Vice President (Civil), M/s HLL Infra Tech Services Ltd. (HITES), (Subsidiary of HLL Lifecare Ltd., A Government of India Enterprise), will deal with all the matters relating to invitation of tenders. Any clarification shall be sought from AVP (Civil), on courier/speed post/e-mail. The NIT and other details are also available on the website of HITES www.hllhites.com/tenders/, e-tender portal <https://etenders.gov.in/e procure/app>.

TABLE – I

SI No.	Description	Details
1	Tender No.	HITES/IDS/21/23
2	Name & Description of Work	Design, Engineering, Procurement and Construction (EPC) including Operation & Maintenance of All India Institute of Medical Sciences at Bibinagar (Telangana), INDIA (Re-Tender)
3	Estimated cost (in Rs.)	Estimated cost PartA:- Design, Engineering, Procurement and Construction (EPC): Rs. 776.13Cr Part B :- Operation & Maintenance: Rs.23.50Cr Total (Part A+ Part B): Rs.799.63Cr
4	Completion period of work (months)	Part A:- 24 Months Part B:- In phased manner as per bid document
5	Bid Security	The bidder shall submit the declaration in the format attached in FORM-B in Rs.10/- non judicial stamp paper duly notarized.
6	Tender/ Bid Processing Fee to HITES	Rs.2,36,000/- only inclusive of GST.
7	Date of availability of Bid documents on line.	11.02.2022
8	Last Date & Time to receive pre-bid queries	16.02.2022 at 10:00 Hrs (queries may be uploaded in e-tender portal or send to email address @

		cmhllid@lifecarehll.com)
9	Date of pre-bid meeting & venue	Date & Time : 16.02.2022 at 11.00 Hrs Venue: HLL Infra Tech Services Ltd Golden Jubilee Block, HLL Bhavan, Poojappura P.O, Thiruvananthapuram-12 Meeting link: Intending Bidders can join the pre-bid meeting through video conferencing using below link: https://meet.google.com/nqx-tvmk-cfw
10	Last date to fill/upload the e- tender through e-Tendering.	03.03.2022 at 15:00 Hrs
11	Date & time for opening of Technical Bids	04.03.2022 at 15:00 Hrs
12	Date of opening of Financial Bids	Technically qualified bidders to be intimated at appropriate stage.

Note: All the bidder shall submit bid security declaration in the attached format in Form B on Rs.10/- non-judicial stamp paper signed & sealed by the authorized representative and duly notarized with his Bid as mentioned in Notice Inviting e-Tender.

- 1.3. Bidders are requested to submit their queries online on the e-tender portal as per the schedule detailed above in Section-I of this document. The bidders need to register on the e-tender portal in order to submit their queries. The registration on the e-tender portal is free of cost. No other queries shall be entertained or replied to. HITES's response (including an explanation on the query but without identifying the source of the inquiry) will be uploaded on website of HITES www.hllhites.com/tenders/e-tender portal <https://etenders.gov.in/> eprocure/app.
- 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 bidders should meet the following minimum eligibility criteria:

Bidders who fulfill the following requirement shall be eligible to apply.

Direct / indirect Joint Ventures (JV)/ Consortium/Special Purpose Vehicles 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 the following works during the last 7 years ending last day of month previous to one in which tenders are invited. For this purpose, cost of work shall mean gross value of the completed work including cost of material supplied by the respective Client but excluding those supplied by the Client free of cost:
- i) Three similar completed works, each cost not less than the amount equal to Rs. 310.45 Cr.
Or
Two similar completed works, each cost not less than the amount equal to Rs. 465.68Cr.
Or
One similar completed work costing not less than the amount equal to Rs. 620.90Cr.

“**Similar Work**” shall mean construction of Non-Residential and Non- Industrial building Project(s) with minimum one work of at least five Storey building including work of specialized E&M services of Sub-station & HVAC all executed under one agreement. For this purpose each basement, stilt constructed with the building shall be construed as a storey. Machine room and mumty shall not be counted as a storey.

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

The value of executed works shall be brought to current costing level by enhancing the actual executed value of work at simple interest rate of 7% per annum; calculated from the date of completion to previous day of last date of submission for bids.

And

- ii) Construction of at least one building of minimum 10 storied satisfying Group A or Group C classification in NBC 2016 part 4 (fire and safety) including work of specialized E&M services. For this purpose each basement, stilt constructed with the building shall be construed as a storey. Machine room and mumty shall not be counted as a storey.

In case any qualifying work in (i) above fulfils the criteria in (ii), then the criteria in (ii) need not separately required to be fulfilled.

And

- iii) Should have satisfactorily completed one Super-Specialty/ Multi-Specialty Allopathic Hospital Project of minimum 500 beds comprising construction of RCC framed structure including finishing works, water supply and sanitary installations, electrical works, firefighting, LV works and HVAC all composite executed under one agreement”. In case any of the qualifying work(s) given at (i) and (ii) above fulfills the criteria given herein, then the criteria given herein need not be separately required to be fulfilled.

Own works/ work under the same management / own certification of the bidder shall not be considered.

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

Foreign certificate: In case the work experience is for the work (s) executed outside India, the bidders

have to submit certificate(s) issued by the owner and affidavit to the correctness of the documents. However, the bidder will get the documents attested by the Indian Embassy/consulate/High commission in the respective country. For the purpose of evaluation of such bids, the conversion rate of respective currency into INR shall be the daily representative exchange rate published by the IMF as on 7 (Seven) working days prior to the Last date of submission of this bid including extension(s) given if any.

- (c) **Turnover:** Average annual financial turnover on construction works should be at least Rs.388.06Cr during the immediate last three consecutive financial years ending 31st March, 2020. Duly filled form T1 along with balance sheets, Statement of Profit & Loss Account and Notes to Accounts should be duly audited and certified by a Chartered Accountant with his seal/ signatures and firm registration number to be submitted. 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 etc.

The multiplication factor of 7% per annum simple interest is not applicable on the Annual financial turnover figures.

- (d) **Profit/ loss:** The bidder should not have incurred any loss (**profit after tax should be positive**) in more than two years during the available last five consecutive financial years ending 31st March, 2020, duly certified and audited by the Chartered Accountant.
- (e) **Solvency Certificate:** The bidder should have a Solvency of Rs.310.45Cr certified by his bankers for this work. Banker's certificates (as prescribed in Form T-1 B) in the current financial year should be on letter head of the Bank, addressed to tender inviting authority.

OR

The bidder should submit Net worth certificate of Rs.77.61Cr issued by the Chartered Accountant in the format prescribed in Form T-1B-1, addressed to tender inviting authority.

- (f) 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 following formula.

$$\text{Bidding capacity} = \{[A \times N \times 2] - B\}$$

Where,

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

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

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

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

The bidder shall submit the bidding capacity 'Form-F1' attached along with this tender.

- (g) (i) Should not have been in blacklisting / debarment by any Central/ State Government Department/Autonomous Body/ PSU as on the last date of submission of the bid (including amendments if any).

(ii) bidder should submit a declaration that eligible works(s) as mentioned in eligibility criteria 1.4(b)(i)&(ii) has/have not been got executed through another contractor on back to back basis.

The bidder shall submit duly notarized affidavit to this effect, as per prescribed format (Form “G”).

- (h) The Agency shall submit within 45 days after award of work an undertaking from the OEMs for specialized E&M works of Lifts & DG Sets that “OEM shall unconditionally support the lowest tenderer technically throughout the execution of contract as well as for Maintenance Contract for the useful life of the system, and they shall also provide all the spares required for healthy functioning of the equipment for at least seven years from the date of supply of equipment”. This undertaking is to be given in Form- J (1).

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”. However, the completion periods for various buildings/ components of work to be completed along with all associated E&M services & utilities for functioning & operationalization of the different phases, from the date of start shall be per the Milestones given as under:-

MASTERPLAN PHASES OF CONSTRUCTION		
Phase	Building Type	Target Period of Construction from Start of Project
I	A	AYUSH
		FRONT PORTION BOUNDARY WALL
		EXISTING HOPSITAL BUILDING (Part)
	B	NIGHT SHELTER
II	A	TYPE VI RESIDENCES
		DIRECTOR BUNGALOW
		GUEST HOUSE AND CLUB
		COMMUNITY BUILDING
		ESS – 2
		ESS – 3
		STP – 2
	B	ACADEMIC BLOCK
		UG BOYS HOSTEL
		DINING BLOCK
MORTUARY		
FIRE STATION		

MASTERPLAN PHASES OF CONSTRUCTION		
Phase	Building Type	Target Period of Construction from Start of Project
II	B	STP & ETP – 1
		UG SUMP – 2
		PLANT ROOM HVAC
		SOLID WASTE MANAGEMENT
		SECURITY GATES
III	NEW OT BLOCK	24 MONTHS
	EXISTING HOSPITAL BLOCK – BALANCE WORKS*	
	UG GIRLS HOSTEL	
	PG GIRLS & PG BOYS	
	PG MARRIED +WORKING NURSES	
	AUDITORIUM	
	TYPE II RESIDENCES	
	TYPE II AND III RESIDENCES	
	TYPE IV AND V RESIDENCES	
	ESS – 1	
	UG SUMP – 1	
	NALA DEVELOPMENT WITH BRIDGE (Phased Manner)	
	ROADS, PATHWAYS (Phased Manner)	
	LANDSCAPING INCL HORTICULTURE	
	HSD YARD	
BALANCE DEVELOPMENT WORKS INCLUDING EXTERNAL SERVICES (phased manner)		
*Existing hospital block shall be completed in phased manner from the date of handing over by the hospital authorities to the satisfaction of the EIC and Institute Authorities. The bidder shall ensure the overall completion of the existing building within 24 months.		

1.6. The site for the work is available.

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

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

- i. Tender drawings in the PDF format have been provided in Vol.-6 of the Tender documents. However set of drawings in Auto-Cad format, will be issued to only those bidders who requests.
 - 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 set of drawings in Auto- Cad format issued shall be for reference only. The copyright of all these drawings under this tender shall remain with MoHFW/HITES.
 - iii. Last date to fill/upload the e-tender through e-Tendering is as per Table-I at Clause 1.2 above.
- 1.9. The bidder is required to have Class III-B (Signing and Encryption) Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities. The DSC should be valid atleast for a period of six months from the date of start of bidding. After submission of bid the contractor can re-submit revised bid any number of times but before the last time and date of submission of bid as notified. While submitting the revised bid, the contractor can revise the rate of one or more item(s) any number of times, but before the last time and date of submission of bids as notified.
- 1.10. E-Tender Fee and Earnest Money Deposit (EMD)**
- i. **E-Tender Fee/ Processing fee:** Interested Bidder who wishes to participate in the bid has to make online payment as specified in Table –I at 1.2 above, towards the e-tender Fee/Processing Fee. E-tender Fee/ Processing Fee is non–refundable.
 - ii. **Earnest Money Deposit (EMD):** Bid shall be accompanied with bid security declaration as per format given in Form B.
- 1.11. The bid submitted shall become invalid if:
- i. The bidder is found ineligible.
 - ii. The bidder does not upload all the documents (including Goods & Service Tax (GST) registration, PAN Card) as stipulated in the bid document.
 - iii. If any discrepancy is noticed in the documents uploaded at the time of submission of bid.
- 1.12. 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.
- 1.13. 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.
- 1.14. 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 Cheques or Demand Draft or Bank Guarantee of any scheduled commercial bank based in India, in favor of “HLL Infra Tech Services Limited” as per Form C. Performance Bank Guarantee to be valid up to sixty days beyond the stipulated date of completion or the extended period, thereof.

The EPC-Contractor, shall also furnish a Separate Performance Security (For Warranty period for MGPS & MOTs) for an amount equal to three percent (3%) of the total value of the contract (total value of MGPS & MOTs components), valid up to sixty (60) days after the date of completion of all contractual obligations by the EPC Contractor, including the warranty obligations or the extended period, thereof.

The cost of Comprehensive Annual Maintenance Contract (CAMC) for MGPS & MOTs shall include preventive maintenance including testing & calibration as per technical/ service/ operational manual of the manufacturer, labour and all spares, after satisfactory completion of Warranty period or the extended period, thereof shall be quoted for next five years on yearly basis for complete equipment including third party items.

- 1.15. 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 bidder will be suspended for one year from participating in HITES tenders.
- 1.16. 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.
- 1.17. **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.
- 1.18. Bidders are advised to inspect and examine the site and its surroundings, existing facilities, services & utilities 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 site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at its own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and other conditions, factors etc. having a bearing on the execution of the work.
- 1.19. 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.
- 1.20. 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.

- 1.21. The Competent Authority for & on behalf of the HITES reserves to himself the right of accepting the whole or any part of the tender and the bidder shall be bound to perform the same at the rate quoted by him for the same.
- 1.22. The Bidder shall not be permitted to tender for works in case his near relative is Gazetted officer in the office of CLIENT/MoHFW 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.
- 1.23. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India / is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
- 1.24. The tender for the works shall remain open for acceptance for a period of **180 (ONE HUNDRED AND EIGHTY)** days from the last date of submission of bid or any extension thereto. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the HITES, the bidder shall be suspended for one year and shall not be eligible to bid for tenders invited by HITES from the date of issue of suspension order.
- 1.25. The scope of work envisages a number of specialized Civil/ Electrical/ Mechanical/IT/ Electronic Engineering services, as required, etc. to be executed as integral part of this Contract. However, in case the Bidder does not have in house capacity for execution of such component(s) of work and intends to engage outside agency for execution, the bidder shall ensure that such specialized agencies in each case meets the eligibility criteria as follows. The EPC contractor shall submit to the Engineer in charge for approval, the capability of the specialized agencies proposed to be engaged by him who fulfills the conditions mentioned below before execution of such works:
- i. For Specialized works viz. Substations, DG Sets, HVAC System, STP, ETP, Fire Fighting, Lift, MGPS, MOT:

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

- a. HVAC/DG set/Substation:

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

OR

Two similar works each of value not less than 60% of the value of the proposed work in these categories with capacity of individual chiller being 80% of the individual capacity of the equipment i.e., DG set/Chiller/transformer proposed in the NIT

OR

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

- b. STP: One similar work having capacity not less than 625 KLD MBR based STP

OR

Two similar works each having capacity not less than 500 KLD MBR based STP.

- c. ETP: One similar work having capacity not less than 80 KLD ETP

OR

Two similar works each having capacity not less than 50 KLD ETP.

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

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

- ii. For Specialized works viz. MGPS, MOTs:

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. For MGPS: One work of complete MGPS system in minimum 750 bedded hospital or Two works of complete MGPS system in minimum 500 bedded hospital.
- b. For MOTs: Should have completed minimum 50 Modular OT's and integration work in atleast two hospitals.

- iii. For specialized works as mentioned below approval from Engineer-in-Charge shall be sought before commencement of work:-

- a. Audio Visual System & Stage Lighting System
- b. LV works like, BMS, SCADA, Access Control System, LAN, IPABX, CCTV, Fire Alarm & Detection, Public Address, Boom Barrier, Information Display System, HSD yard etc.
- c. Any other specialized works specified in Tender.

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 the assignment of such agency.

- 1.26. **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.

- 1.27. The Bidder will indemnify CLIENT/ HITES, as the case may be, against all penal action that may be levied/effected by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority. An undertaking in this regard is required to be submitted by applicant alongwith their bid.
- 1.28. 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.
- 1.29. 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, date of issue of LOA, 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.
- 1.30. **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.**
- 1.31. 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 (Civil)

SECTION-II
INSTRUCTIONS TO BIDDERS (ITB)

2 INTRODUCTION:

2.1 Brief Particulars of the Work

The scope of work includes architectural design, structural design, and design of all required services, obtaining mandatory approvals from local bodies/ authorities required for commencing the work, execution of work & services and handing over the assets after making them habitable in all aspects for Construction of All India Institute of Medical Sciences at Bibinagar (Telangana), INDIA. The work is to be executed on Design, Engineering, Procurement & Construction (EPC) basis including Operation & Maintenance of buildings including existing structure and services after completion and handing over in phases and up to the expiry of the defect liability period.

The details of scope of work are at Section III of the Document.

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 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 Queries

Bidders are requested to submit their pre-bid queries online on the e-tender portal as per the schedule detailed above in Section-I of this document. The bidders need to register on the e-tender portal in order to submit their queries. The registration on the e-tender portal is free of cost. No other queries shall be entertained or replied to. HITES's response (including an explanation on the query but without identifying the source of the inquiry) will be uploaded on website of HITES www.hllhites.com/tenders/ and e-tender portal <https://etenders.gov.in/> eprocure/app .

2.3.3 Clarifications

A prospective bidder requiring any clarification with regards to the BID document may submit the queries on the e-tender portal. HITES will respond to any request for clarification which is received by the stipulated date and time to receive pre-bid queries. Only the communication/ clarification that are submitted in the portal will be considered as valid.

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/tenders/, e-tender portal <https://etenders.gov.in/eprocure/app> at least three (3) days prior to the last date of the original or extended deadline for the submission of the bids. The uploading of the said amendment(s)/ addendum(s)/ corrigendum(s) shall be binding of the bidders. The Bidders are advised to regularly visit above mentioned website to ensure that they are aware of the amendment(s)/ addendum(s)/ corrigendum(s). The amendment(s)/ addendum (s)/ corrigendum(s) issued will form part of the BID documents.
- iii. In order to 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 shall visit and examine the existing building, 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 bidders shall submit along with the bid a declaration as per FORM-J (2) of this document after site visit.

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. These are to be submitted in two packages “Technical Package” (Online) and “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 latter case a certified copy of the Power of Attorney should accompany the application. In both the cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
- iv. If the bidder is a Limited company or a corporation, the bid shall be signed by a duly authorized person holding Power of Attorney for signing the application and certified copy of such power of attorney shall also be furnished. The bidder should also furnish a copy of memorandum of articles of association duly attested by a Public Notary.

f) Bid documentation

- i. All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even, if no information is to be provided in a column, a “Nil” or “no such case” entry should be made in that column. If any particulars/query is not applicable in case of the bidder, it should be stated as “Not applicable”. The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms (or) deliberately suppressing the information may result in the bid being summarily disqualified. Bid made by telegram or telex and those received late will not be entertained.
- ii. The bid should be type written. The bidder should sign each page of application, forms and documents before scanning & uploading.

- iii. Over writing should be avoided. Corrections if any should be made by neatly crossing out, initialing, dating and rewriting. Pages of the eligibility criteria document are numbered. Additional Sheets if any added by the Bidder should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- iv. References, information and certificate from the respective clients certifying technical knowledge or capability of the bidder 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 the envisaged work. He is, however advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by the HITES.
- 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**”, shall contain the following.

E-Tender Fee / Processing Fee & EMD. This part shall consist of following:-

I. Online Non – Refundable e-Tender Fee / Processing Fee

Interested Bidder who wishes to participate in the bid has to make online payment as specified in Table –I at Section –I of this document, towards the e-tender Fee/Processing Fee. E-tender Fee/ Processing Fee is non–refundable.

II. Bid Security/ EMD

- a. The Bidder shall enclose Bid security declaration as per format at Form B in Rs.10/- non-judicial stamp paper signed & sealed by the authorized representative and duly notarized with his Bid as mentioned in Notice Inviting e-Tender.
- b. Bids not accompanied by Bid security declaration, shall be treated as non-responsive, and will be summarily rejected by HITES.
- c. The bidder shall be suspended for one year and shall not be eligible to bid for tenders invited by HITES from date of issue of suspension order in case

the bidder withdraw/modify their bid during the period of validity of their tender or fail to sign the contract or failed to submit the performance BG before the deadline as per the tender document.

III. Other documents

- 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. Indemnity/ Undertaking/ Affidavits as per requirements [Form F, H, I, J(1) & J (2)]
- 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. 2015-16, 2016-17, 2017 -18, 2018-19 & 2019-20)
- f. Form T1 - B: Self Attested Bank Solvency Certificate from a Nationalized bank or Scheduled Bank as per format at “Form T1-B” or Form T1-B1 from Chartered Accountant towards Networth as per format at “Form T1-B1”
- g. Form “T-2” (List of all works successfully completed during the last seven years)
- h. Form “T-3” (Performance Report of Similar Works as per eligibility criteria at 1.4 (b) -(i), (ii), (iii))
- i. Form “ F-1” (Form for Bidder’s Bidding Capacity)
- j. Form “T-4” (Structure and Organization)
- k. Form “T-5” (TDS Details for Private Sector Projects for the works executed in India)
- l. Form “T-6” (GST Registration Details)
- m. Copies of GST Registration , EPF Registration, PAN Number
- n. Integrity Pact and Agreement:

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

bidders are bound to comply with the Integrity Pact clauses. Bids submitted without signing Integrity Pact will be ab initio rejected without assigning reason.”

All pages of the Integrity Pact & Agreement shall be duly signed by the person authorized to sign the bid on behalf of the bidder. (As per Performa given in GCC, Vol-2).

- o. Form- J (1) – Undertaking for association with specialised agency for E & M
- p. Form - J (2) - The bidders shall submit along with the bid a declaration as per FORM-J (2) of this document after site visit.
- q. All pages of the entire Corrigendum/ addendum (if any)/ pre bid clarifications (if any) signed by the authorized person of the bidder(s).
- r. All TDS Certificates of Private Sector Projects for the works executed in India.
- s. 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 in such case. 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.

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. 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 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 partnership 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 online 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 status of bid opening 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 online, EMD/ Bid Security declaration as detailed above.

- vi. The Bidders name, the presence or absence of the Bid Security declaration and any other details as HITES or their authorized representative, may consider appropriate will be announced at the time of Bid opening.
- vii. Technical evaluation shall be as per Section IV, Evaluation Process.
- viii. Financial Package of all bidders whose bids are found responsive after Technical evaluation will be opened at a later date.

2.4.2 Determination of Responsiveness

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

2.4.3 Evaluation of Bids

- i. HITES would examine and evaluate responsive Bids, as per the criteria set out in this document at Section IV Evaluation Process.
- ii. HITES reserves the right to reject any Bid if:

- a. At any time, a material misrepresentation is made or uncovered;
or
 - b. The Bidder does not respond within the stipulated time to requests for supplemental information/ clarifications required 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 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

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 considering the total bid comprising of Part-A & Part-B as mentioned in the NIT. HITES reserves the right to proceed and award the work for Part-A & Part-B together or Part-A & Part-B separately and issue Letter of Award (LOA) on these basis as per the procedure mentioned in the Bid Document and terms and conditions set out in this Bid document.

In case, the HITES award the work under Part-A initially and Part-B separately at a subsequent date, then the Part-B of the contract shall be executed through a

supplementary agreement with Client at appropriate stage.

ii. Notification of Award

- a. Prior to the expiry of the period of Bid Validity, HITES will issue the Letter of Award to the Successful Bidder, notifying him of being declared successful and the intent to sign the Contract Agreement with him. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Award') shall mention the 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 Guarantees as per requirement of this tender.
- 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 HITES and the Contractor through their authorized signatories.
- e. In case the Successful Bidder does not sign the Contract Agreement, HITES reserves the right to cancel the selection process, forfeit any Bid Security and/or Performance Guarantee, as the case may be, submitted by the Successful Bidder and either re-Bid or proceed in any manner that it may deem fit.

- 2.6 Preference to Make in India:** The order issued by Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 will form part of this tender. The Contractor shall ensure strict compliance to this order during the entire tenancy of Contract.

The benefits under the preference to Make in India or any revision thereof shall be available to the eligible bidders on submitting relevant documents.

- 2.7 Compliance to Rule 144(xi) of General Financial Rules (GFR) 2017:** The orders issued by Public Procurement Division, Ministry of Finance, GOI F.No.6/18/2019-PPD dated 23.07.2020 w.r.t restrictions under Rule 144(xi) of GFR 2017 will form part of this tender.

As per the order, any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with Competent Authority, specified in Annex I of the said order. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The Contractor shall ensure strict compliance to orders F.No.6/18/2019-PPD dated 23.07.2020 or any revision during the entire tenancy of the Contract.

SECTION III

SCOPE OF WORK

3 Bids are invited for following scope of work:

The scope of work relates to Construction of All India Institute of Medical Sciences at Bibinagar (Telangana), India. The work is to be executed on Design, Engineering, Procurement & Construction (EPC) basis including Operation & Maintenance of buildings including existing structure and services after completion and handing over in phases and up to the expiry of the defect liability period.

Following major buildings/ blocks are to be constructed with associated infrastructure along with other utilities & services required for smooth functioning of AIIMS Complex taking into consideration all statutory regulations:

- i. Hospital Blocks
- ii. AYUSH Block
- iii. Academic Block
- iv. Residential complexes / Housing
- v. Guest house
- vi. Hostels & Dining block
- vii. Night shelter
- viii. Community Hall
- ix. Services block(s)
- x. Front Boundary Wall & Main Gates with Security Cabins
- xi. Associated infrastructure including roads and other utilities & services
- xii. Medical Gas Piping System (MGPS) and Modular OTs with Integration as per requirement.

3.1 Land: - The proposed site is spread over 201 acres (approx.) at Bibinagar (Telangana), India. The Nearest City Being Hyderabad which is at a Distance of one hour Approx (35km). The National Highway 163 runs along the site's existing entrance. The highway connects Hanamkonda to Hyderabad road and Hyderabad to Warangal highway. The google image locating the Bibinagar Station near to the site at a distance of 1.6km only.

Nearest Airport from the Project Site: Rajiv Gandhi International Airport, Hyderabad being the nearest airport is at a distance of 63.3km (60 minutes approx.) The site is also accompanied by Bus Stops located close to the site.

3.2 The design approach intends to undertake all proposed construction in a phased manner to enable development of the proposed infrastructure. Though the Master Plan has been prepared

for the complete project to be developed in the entire plot of 201 acres (approx.) of land considering the future requirements of the project, however in the present tender, the scope of work relates to construction for required facilities in an area of 80 acres (approx.). In addition, the construction of front portion of boundary wall, peripheral road, external lighting, water collection tank etc along with other allied works shall be taken up under the scope of present tender

- 3.3** The bidder shall be provided with a Master Plan of the campus, Concept Plans of the proposed buildings in the campus, Technical specifications and other details forming the part of bid documents. The Bidders shall prepare their detailed designs based on these drawings and documents and in conformity with the local Bye-laws. Any modification in the master plan and concept plan, required to meet the conformance to the local bye laws, shall be done with the approval of HITES.
- 3.4** The work is to be executed on Design, Engineering, Procurement & Construction (EPC) basis including Operation & Maintenance of buildings/ services (for New and Existing structure as required) after completion and handing over in phases and up to the expiry of the defect liability period which shall include all activities for designing, supply, execution, testing & commissioning and obtaining all required statutory approvals during different stages/ phases with respect to all the buildings, services and utilities complete as per requirements and directions of Engineer-In Charge. It shall include but not limited to the following:
- (i) Conducting site surveys and soil investigations as per requirements.
 - (ii) Developing a traffic management plan within the site in consultation with EIC
 - (iii) Preparation of Architectural & Structural Designs of various buildings, Front Boundary Wall & Main Gates, Detailed Designs of Services, external development, roads and pavements, landscaping, horticulture, signage's etc. complete as per requirements in line with the Master Plan & Concept Designs as well as the Design Basis Report (DBR) made available in the bid document. It shall also include modifications, if any, required in the master plan and concept plans to meet the conformance to the local bye laws and the same, shall be done with the approval of HITES.
 - (iv) Traffic Impact assessment and design of merging/demerging of traffic, and Design of all MEP services, other Services their integration and installation and commissioning.
 - (v) Obtaining mandatory approvals from local bodies/ statutory authorities, as required for commencement of construction of work.
 - (vi) Obtaining proof checking of structural designs from an IIT/ NIT.
 - (vii) Execution of work with construction of various buildings and services. This shall include supply of all required materials, construction, installation, testing and commissioning for operationalization of all buildings and services in phases. This shall also include shifting of all existing trees as required, services and utilities including removal of debris and foundations of the existing structures. This shall also include retrofitting, remodeling, validation and upgradation/installation of services of existing partially completed hospital building and make the building to a full-fledged hospital satisfying the requirements and prevailing statutory norms.

NDT & DT reports conducted on the existing building is provided at Volume 4 (DBR) for information purpose for the bidders. The bidders have to visit the site physically for familiarizing with the existing condition of the building before quoting for the tender. **It is the responsibility of the successful bidder to provide the structural stability certificate for all structures to be executed by them including existing partially completed building.**

The successful bidder has to submit the design methodology to be adopted to validate the existing structure to ascertain the structural stability of the building with respect to the latest Indian Standard and Codes for scrutiny of structural stability committee appointed by concerned authority for the approval. The NDT tests to be conducted and the results to be incorporated. The entire work for ascertaining the structural stability shall be carried out by an expert agency having relevant prior experience and the NDT to be carried by NABL accredited laboratory.

The successful bidder has to submit the reports and methodology of retrofitting for the proposed hospital design in the existing partially completed building with respect to all relevant latest Indian Standards & Codes for obtaining approval from Subcommittee for Assessment of Structural stability of Existing building.

- (viii) Procurement, installation, testing and commissioning of requisite of Medical Gas Piping System and Modular OTs with Integration inclusive of 5 Year Warranty.
- (ix) Supervision of works with required quality assurance
- (x) Obtaining all required statutory approvals during different stages/ phases and after completion of the project.
- (xi) Obtaining Green Building Rating as per GRIHA-3 Star Certification.
- (xii) Operation & Maintenance of buildings/services after completion and handing over in phases and up to the expiry of the defect liability period.
- (xiii) Any other services and utilities as per requirements and direction of Engineer-In-Charge for completion of the project.
- (xiv) All safety norms as per requirement to be ensured by the contractor at site

3.5 Statutory Approvals:

- i. The Contractor shall obtain all necessary approvals for both new construction and existing building including pre-construction from Municipal and other local bodies including Municipal bodies, Water supply agencies concerned, Electric Supply and inspectorate. Agencies concerned, Police and Security Agencies, Chief Controller of Explosives, Fire Department, Civil Aviation, Air Force Department, in accordance to prevailing rules, Building Bye-Laws, tree replantation etc., as the case may be with National Power Grid corporation , NHAI but not limited to, related to/ required for Construction/ Completion. The contractor shall also coordinate and assist for obtaining EIA approval. All expenditure on this account will be borne by the contractor. These

approvals shall include obtaining approval of all the competent authorities and other statutory bodies like Ministry of Environment and forests, State Pollution Control Board, civil aviation, railways and local development bodies etc. as applicable and necessary according to the local Acts, Laws, Regulations, etc. and make any changes desired by such authorities at no extra cost.

- ii. Obtaining approval of the Architectural drawings from relevant local statutory body & obtain Commencement Certificate from local bodies leading to commencement of construction of the project if required.
- iii. Obtaining NOCs (No Objection Certificates) from Fire Department, Lift Inspector, Storm water drainage & sewerage department, Municipal Corporation/ Local Bodies, Civil Aviation, Railways, completion and/ or occupancy certificates etc. as required.
- iv. Obtaining approval of electrical drawings from Central/ State Electrical Inspectorate, as applicable if required.
- v. Any other approval required from the appropriate Statutory Authorities/ Local Bodies.
- vi. Compliance as per GRIHA norms and obtaining approval and certification for minimum 3 Star, Green Building Rating for specific buildings/blocks from GRIHA Council etc.

CLIENT/ HITES may, at the written request of the Contractor, assist him in obtaining the approvals from relevant authorities. However any such request by the Contractor shall not bind the CLIENT/ HITES in any manner. The original documents of approval shall be submitted to HITES/Client.

3.6 Green Building Rating approvals as per GRIHA

The scope of work shall also include the cost of all such activities. HITES aims at getting GRIHA rating of 3 Star for the Building for rating for the buildings as specified in DBR (Volume IV).

The contractor shall register and obtain the required GRIHA certification from the designated authority and shall be required to provide all relevant documents, other inputs and take the appropriate measures etc. during execution of work and thereafter obtain required GRIHA 3 Star rating, to enable CLIENT/HITES in achieving this objective.

3.7 Special care for existing services:

The scope of work includes dismantling, if any, of the required services and utilities falling in the project area and supporting/shifting & making functional existing services/sewerage and water supply lines etc. The contractor shall properly take care & safe guard all the existing services in the area affected by the construction of proposed AIIMS in the campus.

SECTION IV- EVALUATION PROCESS

4 Evaluation Process

The Bids will be evaluated in the following stages:

- i. Stage 1- Preliminary & Technical Evaluation
- ii. Stage 2- 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 Fee / Processing Fee & bid security declaration will be checked online. E-Tender Fee / Processing Fee will be checked for veracity of Amount and Form as required by e-tender terms and conditions. If e-Tender Fee / Processing Fee and / or Bid Security Declaration submitted by any bidder is not as per e-tender terms and conditions, his bid will be rejected and will not be considered for further stages of evaluation.

4.1.2 Technical Evaluation

a. Technical Bid – Eligibility Criteria

Bidders qualifying in Stage 1 (4.1.1) 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.

b. Technical Evaluation - Performance of the Contractor

The bidders qualifying the eligibility criteria (Clause 1.4) will be evaluated by evaluation methodology set out below. Only in case of those bids achieving the minimum qualifying marks, the financial bids will be opened.

- | | |
|---|------------------|
| (a) Financial strength (Form 'T-1' & 'T-1-B/'T-1-B-1') | 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 |

Total 100 marks

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

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.

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

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

4.2 Stage 2: Financial Bid Evaluation

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

- a. Arithmetical errors corrected by HITES
- b. Such other factors of administrative nature as 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.

HITES reserves the right to evaluate / analyse the component wise quote of the bidders and in the case of exorbitant / unbalance quote of components, HITES reserve the right to de-scope any component from the quote while awarding the work to the L1 bidder.

4.3 Letter of Award:

The Successful Bidder would be notified in writing by HITES by issuing the Letter of Award (LOA) in favour of the Lowest (L1) Bidder. HITES will declare the Bidder ranked L1 as Successful Bidder considering the total bid comprising of Part-A & Part-B as mentioned in the NIT. HITES reserves the right to proceed and award the work for Part-A & Part-B together or Part-A & Part-B separately 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. In case, the HITES award the work under Part-A initially and Part-B separately, then the Part-B of the contract shall be executed through a supplementary agreement with Client at appropriate stage.

FORM – “A”**FORM OF BID**

From (BIDDER)

To

Associate Vice President (Civil)
HLL Infra Tech Services Limited,
HLL Bhavan, Golden Jubilee Block,
Thiruvananthapuram – 695 012. Kerala

Name of Work: Design, Engineering, Procurement and Construction (EPC) including Operation & Maintenance of All India Institute of Medical Sciences at Bibinagar (Telangana), INDIA.

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 certificate / Net worth certificate and authorize Associate Vice President (Civil), HLL Infra Tech Services Limited, Thiruvananthapuram to approach the Bank issuing the solvency certificate / Chartered Accountant issuing net worth certificate to confirm the correctness thereof. I/We also authorize AVP (Civil), HLL Infra Tech Services Limited 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 bank guarantees as Performance Guarantee for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with as given in the General Conditions / Specific 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 EIGHTY DAYS from the last date of submission of the Bid as per the Bid Documents or any extension thereto.
- 10. We agree to the General Conditions of Contract and Specific Conditions of Contract and the terms and conditions mentioned in the Bid Documents.
- 11. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the Bid price does not include any such amount. We acknowledge the right of 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. Bid security declaration towards EMD.

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

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

Signature

Name..... in the capacity of duly authorized to sign Bids for and on behalf of.....

Address

Witness – Signature

Name

Address

Certificate

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

Date Seal of bidder&

Signature(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	Part-A:- 3 percent of the total contract price Part-B: - 3 percent of the total contract price for operation and maintenance to be submitted within 15 days from the date of start of defect liability period or signing of supplementary agreement for O&M, whichever is earlier. For Warranty period for MGPS & MOTs: amount equal to three percent (3%) of the total value of the contract (total value of MGPS & MOTs components)
	(b) Amount of Security Deposit	As per Clause 1 A of GCC. In respect of Part A & Part B separately as per LOA.
ii	Date for commencement of work	As per Schedule "F"
iii	Time for completion	Part A:- 24 Months from the issue of letter of award Part B:- Operation & Maintenance of buildings completed in phased manner and upto the end of defect liability Period of the complete work.
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"	The defect liability period for the blocks/buildings and services completed in a phased manner, shall commence from such completion and shall be upto 12 months after the overall completion of project.
vi.	(a) Period of validity of Performance Guarantee	As per GCC, reckoned separately for Part-A & Part B of the work.
	(b) Period of validity of Security Deposit	As per GCC reckoned separately for Part-A & Part B of the work.

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.

Name of firm:

- i) Gross Annual Turnover on construction works** for last three consecutive financial years ending 31.03.2020.

Financial Year	Annual Turn Over on Construction works in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet
2017-18	Rs.
2018-19	Rs.
2019-20	Rs.
Average Annual Turnover over the past three years	Rs.

- ii) Balance Sheet & Statement of Profit & Loss** for last five consecutive financial years ending 31.03.2020

Financial Information in Rs. Equivalent	2015-16	2016-17	2017-18	2018-19	2019-20
Turnover					
2. Total Assets					
3. Current Assets					
4. Total Liabilities					
5. Current Liabilities					
6. Profit before Tax					
7. Profit after Tax					
8. Net Worth					
9. Bank solvency amount as mentioned in the bank solvency certificate form "T-1B"					

Note:

- In case of bidders with Foreign Origin (Outside India), the financial years shall be as applicable for the respective countries i.e. 2016, 2017, 2018, 2019 and 2020
- Net Worth shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

Signature of Chartered Accountant with Seal FRN Number

Signature of Bidder.

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

Dated:

To

Associate Vice President (Civil)
HLL Infra Tech Services Ltd (HITES)
Golden Jubilee Block, HLL Bhavan,
Poojappura P.O, Thiruvananthapuram-12

This is to certify that to the best of our knowledge and information that M/s./Sh.
.....having marginally noted address, a Customer of our bank are/is respectable and
can be treated as good for any engagement upto a limit of Rs.
(Rupees.....).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature) For the Bank

- NOTE (1) Bankers certificates should be on letter head of the Bank, 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-1'

FORM OF CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT

Dated:

To

Associate Vice President (Civil)
HLL Infra Tech Services Ltd (HITES)
Golden Jubilee Block, HLL Bhavan,
Poojappura P.O, Thiruvananthapuram-12

It is to certify that as per the audited balance sheet and profit & loss account during the financial year, the Net Worth of M/s (Name & Registered Address of the individual / firm / company) , as on..... (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 (the relevant date).

Signature of the Chartered Accountant

Name of the Chartered Accountant.....

Membership number of ICAI.....

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

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

	b) No. of Beds	
16.	Performance Report	
	1) Quality of Work	Outstanding /Very Good/Good/Poor
	2) Financial Soundness	Outstanding /Very Good/Good/Poor
	3) Technical Proficiency	Outstanding /Very Good/Good/Poor
	4) Resourcefulness	Outstanding /Very Good/Good/Poor
	5) General Behaviour	Outstanding /Very Good/Good/Poor

Dated : _____

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

FORM “T-4”**STRUCTURE & ORGANIZATION**

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

Signature of bidder(s) with stamp

Form –“T-5”**TDS DETAILS FOR PRIVATE SECTOR PROJECTS FOR THE WORKS EXECUTED IN INDIA**

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

Note:

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

Signature of Chartered Accountant with Seal

FRN No.

Signature of Bidder.

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

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

Signature of bidder(s) with stamp

Form 'T- 7'

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

ATTRIBUTES		EVALUATION					
(a)	Financial Strength (20 Marks)						
	(i) Average Annual Turnover (16 Marks)	60% marks for minimum eligibility criteria					
	(ii) Solvency Certificate / Networth (4 Marks)	100% marks for twice the minimum eligibility criteria or more					
		In between (i) & (ii) – on pro rata basis					
(b)	Experience of similar class of works (20 marks)	60% marks for minimum eligibility criteria					
		100% marks for twice the minimum eligibility criteria or more					
		In between (i) & (ii) – on pro rata basis					
(c)	Performance on works (Time over run) (20 Marks)						
	Parameter	Calculation for Point	Score			Maximum Points	
	If TOR=		1.0	2.0	3.0	>3.50	20
	(i) Without Levy of compensation		20	15	10	10	
	(ii) With Levy of compensation		20	5	0	-5	
	(Iii) Levy of compensation not decided		20	10	0	0	
		TOR = AT/ ST, where AT = Actual Time; ST = Stipulated Time					
		Note: - Marks for value in between the stages indicated above is to be determined by straight line variation method.					
(d)	Performance of Works (Quality) (40 Marks)	Performance				Marks	
		Outstanding				40	
		Very Good				30	
		Good				20	
		Poor				0	
		Bidders qualifying the initial criteria as set out in para 1.4 will be evaluated for following criteria by scoring method on the basis of details furnished by them.					
a	Financial strength (Form 'T-1' & 'T-1 B')	Maximum 20 marks					
b	Experience in similar nature of work during last five years (Form 'T-2')	Maximum 20 marks					
c	Performance on works (Form 'T-3') – Time over run	Maximum 20 marks					
d	Performance on works (Form 'T-3') – Quality	Maximum 40 marks					
Total -		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 “ F-1”**FORM FOR BIDDER’S BIDDING CAPACITY****Name of the Firm/Bidder :-****Name of Work:- Design, Engineering, Procurement and Construction (EPC) including Operation & Maintenance of All India Institute of Medical Sciences at Bibinagar (Telangana)**

Tender no. HITES/IDS/21/23 dated 11.02.2022

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

Bidding Capacity (Rs.) = $\{[AxNx2]-B\}$ **(Calculation sheet of working out Bidding capacity shall be attached) Where,**

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

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

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

Bidding Capacity (Rs.).....**Signature of Chartered Account with Seal****Signature of Bidder(s)**

Form-B**Proforma for Earnest Money Deposit Declaration**

Tender no. HITES/IDS/21/23 dated 11.02.2022

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

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

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

Or

(2) If, after the award of work, I/we fail to sign the contract, or to submit performance guarantee before the deadline as defined in the NIT / bid document,

I/we shall be suspended from bidding, making me/us ineligible to bid for HITES tenders all over India for a period of one year from the date of issue of suspension order.

Signature of the Contractor

(Note: the declaration shall be submitted by the bidders in Rs.10/- Stamp paper duly signed & sealed by the authorized representative of the bidder and notarised)

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 (Civil)
HLL Infra Tech Services Limited
HLL Bhavan, Golden Jubilee Block,
Poojappura PO, Thiruvananthapuram – 695 012, Kerala

Dear Sir,

In consideration of the CLIENT (Ministry of Health & Family Welfare, Govt. of India, New Delhi) for Design, Engineering, Procurement and Construction (EPC) including Operation & Maintenance of All India Institute of Medical Sciences at Bibinagar (Telangana), INDIA which expression shall include his successor and assignees represented by his Executing Agency, M/s HLL Infra Tech Services Limited, HLL Bhavan, Golden Jubilee Block, Poojappura PO, Thiruvananthapuram- 695012 (herein after called HITES) having awarded to ----- having its Registered Office at ----- (hereinafter referred to as “the said Contractor (s)”, which expression shall include his successor and assignees) for the work of Design, Engineering, Procurement and Construction (EPC) including Operation & Maintenance of All India Institute of Medical Sciences at Bibinagar (Telangana), INDIA 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 anywise affected or suspended by reason of any dispute or disputes having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the HITES in terms hereof.
6. The amount stated in any notice of demand addressed by the HITES to the Bank as liable to be paid to the HITES by the Contractor or as suffered or incurred by the HITES on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to the HITES or suffered or incurred by the HITES as the case may be and shall be payable by the Bank to The HITES in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the HITES and liabilities of the Contractor arising up to and until midnight of
8. This guarantee is valid till ----- (date to be mentioned) (Sixty days beyond the stipulated date of completion or the extended period, thereof)
9. This guarantee shall be in addition to any other guarantee or Security whatsoever that the HITES may now or at any time anywise may have in relation to the Contractor's obligations/or liabilities under and/or in connection with the said Contract, and the HITES shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which the HITES may have or obtain and no forbearance on the part of the HITES in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its full liability hereunder.
10. It shall not be necessary for the HITES to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any Security which The HITES may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealised.
11. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of the HITES in writing and agree that any change in the constitution of the said Contractor or the said bank shall not discharge our liability hereunder.

12. We _____ the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.

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

Notwithstanding anything contained herein above:

(a) Our liability under this Bank Guarantee shall not exceed Rs. ----- (Rupees -----)

(b) This Bank Guarantee shall be valid up to -----

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

Dated _____ day of _____ 2022

For and on behalf of Bank.

Issued under seal

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) including Operation & Maintenance of All India Institute of Medical Sciences at Bibinagar (Telangana), INDIA** 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) Amendments & other documents (To be specifically added)
 - viii) 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) including Operation & Maintenance of All India Institute of Medical Sciences at Bibinagar (Telangana), INDIA** by **24 (Twenty four) Calendar months** 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.

The breakup of the bid amount for Part A & Part B shall be as under:

Part-A: Design, Engineering, Procurement and Construction for Rs..... (Rupees..... Only), of Part A of financial bid

Part –B: Operation & Maintenance (O&M) for Rs..... (Rupees Only), of Part B of financial bid.

Whereas, for “Part-B” i.e. Operation & Maintenance of All India Institute of Medical Sciences at Bibinagar (Telangana) at a total amount of Rs. (Rupees Only), the contract shall be executed through a Supplementary Agreement for O&M drawn at appropriate stage.

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 for 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 and on behalf of the HITES
Signature of the authorized official	Signature of the authorized official
Name of the Contractor Stamp / Seal of the Contractor	Name of the official Stamp / Seal
SIGNED, SEALED AND DELIVERED By the said	SIGNED, SEALED AND DELIVERED 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 ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the(Project) and submission of all documents and providing information / responses to _____, representing us in all matters before _____, and generally dealing with _____ in all matters in connection with our proposal for the said Project.

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

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

(On a 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:

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

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

- i. HVAC/DG set/Substation:

One similar work of value not less than 80% of the estimated cost put to tender with capacity of individual DG set/Chiller/transformer being 80% of the individual capacity of the equipment ie., DG set/Chiller/transformer proposed in the NIT

OR

Two similar works each of value not less than 60% of the estimated cost with capacity of individual chiller being 80% of the individual capacity of the equipment ie., DG set/Chiller/transformer proposed in the NIT

OR

Three similar works each of value not less than 40% of the estimated cost with capacity of individual chiller being 80% of the individual capacity of the equipment ie., DG set/Chiller/transformer proposed in the NIT

- ii. STP: One similar work having capacity not less than 625 KLD MBR based STP

OR

Two similar works each having capacity not less than 500 KLD MBR based STP .

- iii. ETP: One similar work having capacity not less than 80 KLD ETP

OR

Two similar works each having capacity not less than 50 KLD ETP.

- iv. For Fire Fighting System: Experience of having successfully completed similar specialized works with atleast one no. of work involving supply & installation of firefighting system including sprinklers, fire pumps & wet riser etc. in a campus comprising of business/ institutional/ residential/ educational/assembly buildings as classified in NBC.

- v. For Lifts Works: For Lifts associated agency shall be as per the approved makes

- vi. For MGPS: One work of complete MGPS system in minimum 750 bedded hospital or Two works of complete MGPS system in minimum 500 bedded hospital.

- vii. For MOTs and Integration, as required: Should have completed minimum 50 Modular OT's and integration work in atleast two hospitals.

- b. For specialized works as mentioned below approval from Engineer-in-Charge shall be sought before commencement of work:
- i. Audio Visual System & Stage Lighting System
 - ii. LV works like, BMS, SCADA, Access Control System, LAN, IPABX, CCTV, Fire Alarm & Detection, Public Address, Boom Barrier, Information Display System, HSD Yard etc.
 - iii. Any other specialized works specified in Tender.
- c. 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 a Rs 100/- non judicial stamp paper duly notarized)**

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that our firm M/s..... have either abandoned any contract awarded to us nor such works have been rescinded, during the last five years prior to the date of this application.
3. The undersigned also hereby confirm that M/s..... have not been under blacklisting/ debarred/ penalized by any Central/ State Government Department/Autonomous Body/ PSU as on the last date of submission of the bid.
4. I/We undertake and confirm that eligible works(s) as mentioned in eligibility criteria 1.4(b)(i),(ii)&(iii) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of HITES, then I/we shall be debarred for bidding in HITES in future forever. Also, if such a violation comes to the notice of HITES before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Performance Guarantee.
5. The undersigned hereby authorize (s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
6. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Client.
7. The undersigned undertake that "I/We have not altered/ modified the financial bid attached in the e-tender portal. If it is found during the tender stage or later that the BOQ is modified by us, the Client/ HITES shall have the right to reject our bid".
8. That(name of bidder) shall comply with the Make in India Policy as per the order issued by Govt. of India, Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and Rule 144(xi) of General Financial Rules (GFR) 2017 as per the order issued by Public Procurement Division, Ministry of Finance, GOI F.No.6/18/2019-PPD dated 23.07.2020 or any revision thereof during the entire tenancy of contract. We shall submit necessary document / certificate to authenticate our claim as per the requirement of Engineer in charge.

Signed by an Authorised Officer of the Bidder

Form-“H”**UNDERTAKING****(On a Rs 100/- non judicial stamp paper duly notarized)**

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

Signed by an Authorised Officer of the Firm

Form-“I”

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

**Associate Vice President (Civil),
HLL Infra Tech Services Ltd. (HITES)
HLL Bhavan, Golden Jubilee Block
Poojappura PO, Thiruvananthapuram – 695 006, Kerala
As Executing Agency
Ministry of Health & Family Welfare, Govt. of India**

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 Ministry of Health & Family Welfare, Govt. of India, New Delhi (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..... Design, Engineering, Procurement and Construction (EPC) including Operation & Maintenance of All India Institute of Medical Sciences at Bibinagar (Telangana), INDIA, entered into between HLL Infra tech Services Ltd and having its Registered Office at, (hereinafter 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 upto 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 upto
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 (1)**UNDERTAKING FOR ASSOCIATION OF SPECIALISED AGENCY FOR E & M**

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

Signature of bidder(s) with stamp

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

FORM-J (2)**UNDERTAKING FOR SITE INSPECTION**

We undertake that we have visited the site for AIIMS Bibinagar including existing building in the AIIMS Bibinagar campus and all structures, utilities at site and has understood the site conditions and the scope of work. We also undertake that our financial quote is arrived after ascertaining site conditions and scope of work.

Signature of bidder(s) with stamp

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

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

Sl. No.	Name of Document	Mode of submission
1.	Non –refundable Online payment of Rs. 2,36,000/- only inclusive of GST.) as e-Tender Fee / Processing Fee, in favour of “HLL Infra Tech Services Limited”	Online
2.	Bid Security declaration (Form B)	
3.	Form of bid and Appendix (Form A) for the bid	
4.	Power of Attorney (Form E) in favour of the person signing the Bid	
5.	Undertaking for engaging specialized agencies (Form F)	
6.	Form “F-1” (Form for bidder’s bidding capacity)	
7.	Affidavit by Bidder (Form G) duly notarized on non-judicial of appropriate value-stamp paper	
8.	Affidavit/ Indemnity / Undertaking [Form H, I, J(1) & J (2)]	
9.	Form “T-1” (Financial Information)	
10.	Form “T-1-B” / “T-1-B-1” (Solvency Certificate / Net worth Certificate)	
11.	Form “T-2” (Details of Eligible Similar Works completed)	
12.	Form “T-3” (Performance Report of Works referred to in Form T-2)	
13.	Form “T-4” (Structure and Organization)	
14.	Form “T-5” (TDS details for Private Sector Projects for the works executed in India)	
15.	Form “T-6” (GST Registration Details)	
16.	Copies of GST Registration or undertaking / EPF Registration/ PAN Number	
17.	Integrity Pact & Agreement duly signed by the authorized signatory on behalf of the bidder (as per proforma given in GCC Vol-2)	
18.	All pages of the entire Corrigendum/ addendum (if any)/ pre bid clarifications (if any) signed by the authorised person of the bidder	
19.	All TDS Certificates of Private Sector Projects for the works executed in India.	
20.	Any other document as specified in the bid document.	
Note:- All the uploaded documents should be in readable, printable & legible form.		

FINANCIAL PACKAGE: Online

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

END OF VOLUME – 1