

**HSCC (India) Limited**  
(A subsidiary of NBCC (India) Limited)  
(A GOVERNMENT OF INDIA ENTERPRISE)  
**As Project Management Agency of**  
**Employees State Insurance Corporation (ESIC)**  
**NEW DELHI**

**TENDER**

**FOR**

**Construction of 100 Bedded Hospital & Residential  
Complex at ESIC,  
Siliguri, West Bengal**

**VOLUME – I**

**Notice Inviting Bids & Instructions to Bidders**

**February 2019**



HSCC (INDIA) LTD.

E-6(A), sector-1, NOIDA(U.P) 201301 (India)

Phone : 0120-2542436-40

Fax : 0120-2542447

**Tender No. HSCC/ESIC – Siliguri/PG-I/2019**

**HSCC (India) Limited**  
(A subsidiary of NBCC (India) Limited)  
(A GOVERNMENT OF INDIA ENTERPRISE)  
**As Project Management Agency**  
**Employees State Insurance Corporation (ESIC)**  
**NEW DELHI**

Notice Inviting e-Tender ( detailed)

HSCC/ESIC – Siliguri/PG-I/2019

31.01.2019

Online item rate bids are invited by HSCC (India) Limited on behalf **Employees’ State Insurance Corporation (ESIC) through e-tendering** from eligible contractors/firms for the following works:

Name & Description of work	Estimated cost (Rs.)	Completion Period of work (months)	Tender available online and Last date to fill/upload the tender through e-Tendering.	Bid Security amount (in Rs.)
Construction of 100 Bedded ESIC Hospital and Residential complex at Siliguri, West Bengal	55.28 Crore	18 months	From 01.02.2019 to 21.02.2019 upto 15:00 hrs. and opening on 21.02.2019 at 15:30 hrs.	65.28 Lakhs

The above works also includes internal electrification, HVAC, PHE, fire fighting, external developments works etc. and their maintenance during Defect Liability Period. Time of completion for the entire work shall be 18 calendar months.

The bidder would be required to register at HSCC e-tender portal <http://www.tenderwizard.com/HSCC>. The bid document is available online from 01.02.2019. The bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities for submission of the bids. The bidders are required to submit (a) Original non-refundable Demand Draft of Rs.15,000/- (Rs. Fifteen Thousand only) as cost of bid, in favour of “*HSCC (India) Limited*”, payable at Noida/New Delhi (b) Original bid security in approved form as detailed in Vol.I of Tender documents to the office of Deputy General Manager (Projects), HSCC (India) Limited E-6(A), Sector 1, Noida – 201301 before date and time fixed for opening of bid either by registered post or by hand failing which the bid be declared non-responsive.

The documents to be uploaded online are listed at Annexure I

The complete set of Tender Documents comprising six Volumes I, II, III, IV, V & VI has been made available at e-tender portal <http://www.tenderwizard.com/HSCC>.

The interested applicant contractors/firms may like to attend the pre bid meeting which will be held at 15:30 hrs at Corporate Office of HSCC (India) Limited, E-6(A), Sector 1, Noida on 08.02.2019.

HSCC (India) Limited 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 HSCC e-tender portal <http://www.tenderwizard.com/HSCC> and <http://www.hsccld.co.in> as corrigendum/amendments etc., if any, will be notified on this portal only and separate advertisement will not be made for this.

Deputy General Manager (Projects),  
HSCC (India) Limited as PMA  
On behalf of ESIC

## **DISCLAIMER**

This document has been prepared by HSCC (I) Limited, **(PMA) on behalf of Employees' State Insurance Corporation (ESIC)**. The information is provided to prospective Bidders, who are interested to Bid for **Construction of 100 Bedded ESIC Hospital and Residential complex at Siliguri, West Bengal** 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, HSCC (I) Ltd (PMA) does not claim that the information is exhaustive. Respondents to this document are required to make their own inquiry/ survey and will be required to confirm, in writing, that they have done so and they did not rely solely on the information given herein.

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

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

**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING FORMING PART OF BID DOCUMENT**

Deputy General Manager (Projects), HSCC (India) Limited, (PMA) of Employees' State Insurance Corporation (ESIC) invites on-line Item Rate bids through e-tendering from eligible contractors/firms for the following works:

Name and Description of work	Estimated cost (Rs.)	Bid Security amount (Rs.)	Completion period of Work (Months)	Last date to fill/ upload the tender through e-tendering	Time and Date of Opening of Technical Bid
Construction of 100 Bedded ESIC Hospital and Residential complex at Siliguri, West Bengal	55.28 Crore	65.28 Lakhs	18 Calendar Months	21.02.2019 upto 15:00 hrs	21.02.2019 at 15:30 hrs.

1. Contractor who fulfill the following requirements and having bidding capacity as per requirement of clause 1.4 (i) of Vol 1, shall be eligible to apply. Joint ventures are not accepted.

a. Should have satisfactorily completed the works as mentioned below during the **last seven years** ending previous day of last date of submission of bids.

i. Three \*similar works each costing not less than 40% of the Estimated cost,

or

Two \*similar works each costing not less than 60% of the Estimated cost,

or

One \*similar work costing not less than 80% of the Estimated cost

**AND**

(ii) The bidder should have completed any one work of above, \*similar work including services such as plumbing, fire-fighting, internal electrical works, centralized HVAC system etc., all executed under one composite agreement.

\* Similar Work shall mean “**A Project comprising Construction of Building(s) of any no. of storeys (with or without services)**”

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

b. Should have had average annual financial turnover of 50% of the estimated cost on construction works during the last three years ending 31<sup>st</sup> March 2018 (Scanned copy of Certificate from CA to be uploaded).

c. Should not have incurred any loss in more than two years (profit after tax should be positive) during the last five years ending 31<sup>st</sup> March 2018

d. Self certified copy of Bank Solvency Certificate issued from Nationalised or any Schedule Bank should be at least 40% of Estimated Cost of the Project put to tender.

The certificate should have been issued within 6 months from original last date of the submission of the tender. (Scanned copy of solvency to be uploaded)

2. The intending bidder must read the terms and conditions of Notice Inviting Bids 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. 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 in 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 may result in the bid being summarily disqualified.
3. Information and Instructions for bidders posted on website shall form of bid document.
4. The document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <http://www.tenderwizard.com/HSCC> free of cost.
5. But the bid can only be submitted after uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker’s Cheque and bank guarantee of any Scheduled Bank towards cost of bid document and EMD in favour “*HSCC (India) Limited*” , payable at Delhi/Noida” as per details given in the Bid Document and Processing Fee via online mode only and other documents as specified.
6. Those bidders not registered on the website mentioned above are required to get registered beforehand. If needed, they can be imparted training on online bidding process as per details available on the website.
7. The intending bidder must have valid class-III digital signature to submit the bid.
8. On opening date, the contractor can login and see the bid opening process.
9. Contractor can upload documents in JPG format or PDF format.
10. **Certificate of Financial Turnover:** At the time of submission of bid, contractor should upload Affidavit/ Certificate from CA mentioning Financial Turnover, on construction works, of last 3 years or for the period as specified in the bid document and the relevant pages of the profit and loss statement and balance sheet from the annual report.
11. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "**0**" (**ZERO**).
  - a. If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section/sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
12. The Technical bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be

communicated to them at a later date.

13. Pre Bid conference shall be held in the Office of HSCC (India) Limited at E-6(A), Sector 1, Noida – 201 301 on 08.02.2019 at 15:30 hrs to clear the doubt of intending bidders, if any.
14. When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
15. The HSCC/ESIC reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

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Deputy General Manager (Projects),  
HSCC (India) Limited as PMA  
On behalf of ESIC

***HSCC (India) Limited***

**List of Documents to be scanned and uploaded within the period of bid submission:**

- i. Demand Draft/Pay order or Banker's Cheque /Bank Guarantee of any Scheduled Bank against EMD.
- ii. Demand Draft/Pay order or Banker's Cheque of any Scheduled Bank towards cost of Bid Document.
- iii. Form of Bid and Appendix (Form A) and Form A appendix.
- iv. Power of attorney (Form E) in favour of the person signing the bid.
- v. Affidavit / Undertaking for engaging specialized agencies- (Form H)
- vi. Affidavit by Bidder (Form K)
- vii. Form "T-1" (Financial Information- Annual Financial Statement for the last Five Years)
- viii. For "T-1-B" (Solvency certificate form a scheduled Bank)
- ix. Form "T-2" (List of all works of similar nature successfully completed during the last seven years)
- x. Form "T-4" (Performance Report of works)
- xi. Form "T-5" (Structure and Organization)
- xii. Certificate of Registration for GST and acknowledgement of up-to-date file return.
- xiii. Copy of GST Registration or undertaking in this regard as per clause 1.27
- xiv. Undertaking as per requirements of clause 1.28 (as per format Form M)
- xv. Integrity pact & Agreement duly signed by the person authorized to sign the bid on behalf of the bidder (As per performa given in GCC volume-II).

## DEFINITIONS

1. **“Application”** shall mean the response submitted by interested parties.
2. **“BID/Tender”** shall mean documents issued by HSCC (India) Limited to the prospective Bidder. The word **“Tender”** is synonymous with **“Bid”**.
3. **“Bid Security/ Earnest Money”** shall mean the amount to be deposited by the Bidder with the Tender.
4. **“Bid Validity”** shall mean the period for which the Bids shall remain valid.
5. **“Bidder”** shall mean the party participating in the Tendering process pursuant to and in accordance with the terms of this document. The word **“Tenderer”** is synonymous with **“Bidder”**.
6. **“Contract Agreement”** shall mean the agreement to be signed between the Successful Tenderer and the competent authority of HSCC (India) Limited/ their authorized representative.
7. **“Contract Price”** shall mean the financial bid of the Successful Tenderer as accepted by the Client.
8. **“Date of commencement of work”** shall mean the date of Start as specified in the Schedule “F” or the date of handing over of the site, whichever is later in accordance with the phasing if any, as indicated in the tender document.
9. **“Defects Liability Period”/“Maintenance Period”** means the period after completion of the Project during which the ESIC or his authorized representative / Engineer-in-charge/PMA/executing agency that will notify to the Contractor any defect noticed in the work and the Contractor is liable for rectification of such defects. Proof of dispatch of letter notifying the defect/ intimating the representative of Contractor at site on the last date of Defect liability period will make the Contractor liable for rectify all such defects.
10. **“Engineer in Charge” (EIC)** means the Engineer Officer as mentioned in the schedule “F” hereunder, as authorized by HSCC (India) Limited..
11. **“Evaluation Committee”** shall mean the committee constituted by HSCC (India) Limited for the evaluation of the bids.
12. **“HSCC (India) Limited”/“HSCC”** shall mean HSCC (India) Limited, having its corporate office at E-6(A), Sector 1, Noida – 201 301 appointed by Employees’ State Insurance Corporation as Project Management Agency (PMA) for the Project.
13. **“Letter of Award”** shall mean the letter issued by the HSCC (India) Limited to the Successful Tenderer inviting him to sign the Contract Agreement.
14. **“Performance Guarantee”** shall mean the amount to be paid by the Successful Tenderer as per relevant clause mentioned elsewhere.
15. **“Processing Fee”** shall mean the amount to be paid by the Tenderers in consideration of cost of bid document.
16. **“Project”** shall mean Construction of 100 Bedded ESIC Hospital and Residential complex at Siliguri, West Bengal) including internal electrification, HVAC, PHE,



fire fighting and external developments works etc. and their Maintenance during Defect Liability Period

17. **“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.
18. **“Successful Tenderer”** shall mean the Tenderer declared technically and financially successful for the Project and with whom, the Contract Agreement shall be signed.
19. **“Similar Works”** as defined in eligibility criteria.
20. **“Scheduled banks”** mean **“Scheduled commercial Banks”**
21. **“Employer/Principal Employer”** means **HSCC (India) Limited, Project Management Agency on behalf of Employees’ State Insurance Corporation.**
22. **“NIT”** means **Notice Inviting Tender.** The word **“Notice Inviting Tenders”** is synonymous with **“Notice Inviting Bids”**.
23. **“ITB”** means **Instructions to Bidders**
24. **ESIC** shall mean **Employees’ State Insurance Corporation, Siliguri.**

**NOTICE INVITING BIDS**  
***HSCC (India) Limited***

**Project Management Agency on behalf of  
Employees' State Insurance Corporation,**

1. Deputy General Manager (Projects), HSCC (India) Limited invites online Item Rate tenders as **Project Management Agency (PMA) on behalf of Employees' State Insurance Corporation (ESIC)**, from eligible contractors through e-tendering as per eligibility criteria laid down, for the work of **“Construction of 100 Bedded ESIC Hospital and Residential complex at Siliguri, West Bengal including internal electrification, HVAC, PHE, fire fighting, external development works etc. and their Maintenance during Defect Liability Period”**.

1.1. The work is estimated to cost as given in Table - I. Deputy General Manager (Projects), HSCC (India) Limited, E-6(A), Sector 1, Noida – 201 301 will deal all the matters relating to invitation of tenders. Any clarification shall be sought from Deputy General Manager (Projects), HSCC (India) Limited on courier/fax no.0120-2542447. The NIT and other details are also available on the HSCC e-tender portal <http://www.tenderwizard.com/HSCC>.

1.2. Pre bid conference will held on 08.02.2019 at 15:30 hrs in the office of HSCC (India) Limited, E-6(A), Sector 1, Noida – 201 301 or any other venue as decided in future for which intimation will be published on web site. Deputy General Manager (Projects), HSCC (India) Limited may also be contacted in this regard.

1.3. TABLE - I

Name & description of work	Estimated cost (Rs.)	Completion period of work (months)	Last date to fill/upload the tender through e-Tendering.	Bid Security amount (in Rs.)	Cost of Tender (Tender Document Fee) (in Rs.)
Construction of 100 Bedded ESIC Hospital and Residential complex at Siliguri, West Bengal	55.28 Crore	18 Calendar Months	21.02.2019 upto 15:00 hrs	65.28 Lakhs	15000/-

1.4. Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:

**1.4.1. Eligibility Criteria**

The Tenderer should meet the following minimum eligibility criteria:

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

- (a) Experience should be in the name of the bidding company and not in subsidiary/ associate company/ Group Company etc. Experience as part of a Joint Venture shall not be considered.

- (b) (i) Experience of having successfully completed works during the last 7 years ending previous day of last date of submission of tenders

Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.

or

Two similar completed works each costing not less than the amount equal to 60% of the estimated cost.

or

One similar completed work of costing not less than the amount equal to 80% of the estimated cost.

**AND**

- (ii) The bidder should have completed any one work of above, \*similar work including services such as plumbing, fire-fighting, internal electrical works, centralized HVAC system etc., all executed under one composite agreement.

Similar Work shall mean “**A Project comprising Construction of Building(s) of any no. of storeys (with or without services)**”

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

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

The past experience in similar nature of work should be supported by certificates issued by the client's organization. In case the work experience is of Private sector the completion certificate shall be supported with copies of Corresponding TDS Certificates.

- (c) **Turnover:** Average annual financial turnover on construction works should be at least 50% of the estimated cost during the immediate last three consecutive financial year ending *31st March, 2018*. The turnover should be of the Bidding Company and not for Group Company or subsidiary company etc. Year in which no turnover is shown would also be considered for working out the average.
- (d) **Profit / loss:** The Company should have a positive Net Worth and should have incurred loss (profit after tax should be positive) in not more than Two years during the last Five years ending *31st March 2018*. This should be duly certified by the Chartered Account.
- (e) **Solvency Certificate:** Self certified copy of Bank Solvency Certificate issued from Nationalised or any Schedule Bank should be at least 40% of Estimated Cost of the Project put to tender. The certificate should have been issued within 6 months from original last date of the submission of the tender.

- (f) Direct / indirect Joint Ventures (JV)/ Consortium of any kind are not permitted.
- 1.5. The time allowed for carrying out the work will be 18 *Calendar Months (Eighteen Months)* from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later.
- 1.6. (i) The site for the work is available.
- (ii) Architectural Drawings, Structure framing plan and general arrangement drawings shall be provided by HSCC. However detailed structure/architecture drawings shall be prepared by the Contractor by engaging a good architectural firm. Contractor will also prepare detailed shop drawings based on the concept drawings given by Client/PMA for all services e.g. Electrical, Plumbing, Fire fighting, fire detection, HVAC & Plant layout etc. The contractor shall make all necessary co-ordination. The contractor shall get the structural drawings duly vetted from IIT and the expenditure incurred for IIT vetting will be reimbursed by PMA.
- The architectural and structural drawings should be as per requirement of the same as per approved programme of completion submitted by the Contractor after award of the work.
- 1.7. The bid documents consisting of plans specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents is available on line from 01.02.2019 at HSCC e-tender portal <http://www.tenderwizard.com/HSCC> free of cost.
- 1.8. Last date to fill/upload the tender through e-Tendering is 21.02.2019 upto 15:00 hrs. Opening at 15.30 hrs.
- 1.8.1. The intending bidder must have class-III digital signatures to submit the bid. After submission of bid the contractor can re-submit revised bid any number of times but before the last time and the 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 (he need not re-enter rate of all the items) but before the last time of date of submission of bids as notified.
- 1.9. Bid shall be accompanied with Earnest money of **Rs. 65.28 Lakhs** in shape of demand draft of a scheduled bank issued in favour of "**HSCC (India) Limited**" Payable at New Delhi/Noida or fixed deposit receipt or Banker's cheque or Bank Guarantee in favour of "**HSCC (India) Limited**" as per Form B, having validity for six months or more from the last date of receipt of tenders or any extension thereof.
- The earnest money amount in the form of demand draft or pay order or Banker's cheque or Bank Guarantee shall be scanned and uploaded to the e-Tendering website within the period of bids submissions and original should be deposited in the office of Deputy General Manager (Projects), HSCC (India) Limited at E-6(A), Sector 1, Noida – 201 301.
- Interested bidders who wish to participate in the bid has also to make following payments in the form of Demand Draft / Pay order or Banker's Cheque of any

Scheduled Bank and to be scanned and uploaded to the e-Tendering website within the period of bids submission:

- (i) Cost of bid Document – Rs. 15000/- “as mentioned in detailed NIT drawn in favour of “**HSCC (India) Limited**” Payable at New Delhi/Noida.

Demand Draft or Pay order or Banker’s cheque or Bank Guarantee against EMD and Cost of bid document shall be placed in single sealed envelope superscripted as “**Earnest Money and Cost of Bid Document**” with name of work and due date of opening of the bid also mentioned thereon and to be submitted in the office of **The Deputy General Manager (Projects), HSCC (India) Limited, E-6(A), Sector 1, Noida – 201301** the last date & time of submission of bid and upto 15:00 hrs on 21.02.2019. The documents submitted shall be opened at 15:30 hrs on the same day.

Online bid documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit and Cost of Bid Document and other documents placed in the envelope are found in order.

1.9.1. The bid submitted shall become invalid if:

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

1.10. The tender comprising the Instructions to bidders, Technical Package Part-I, Technical Package Part-II and Financial Package as detailed in clause 2.3.6 and 2.3.7 of ITB shall be submitted online, each marked as per clause 2.3.12 of ITB. upto 15:00 hrs on 21.02.2019 and will be opened on the same day at 15:30 hrs i.e. on 21.02.2019. Technical Package Part-II” of only those tenderer(s), whose earnest money and Tender document fee placed in the other envelope (Technical Package Part I), are found to be in order, shall be opened.

1.11. The bidder, whose tender is accepted, will be required to furnish performance guarantee 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of fixed deposit receipt (FDR) or Banker’s Cheque or Demand Draft or Bank Guarantee of any scheduled commercial bank based in India, in favour of “**HSCC (India) 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.**

1.12. In case the contractor fails to deposit the said performance guarantee within the period as indicated in schedule ‘F’, including the extended period if any, the earnest money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

1.12.1. The contractor whose tender is accepted will also be required to furnish either copy of applicable licenses / registration or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW welfare board and programme chart (time and progress) within the period specified in schedule F.

1.13. **Evaluation of performance :**

Evaluation of the performance of contractors for eligibility shall be done by HSCC. If required, the works executed by the bidders who otherwise qualify may be got inspected by HSCC or a committee or any other authority as decided by Client.

1.14. The description of the work is as follows: - The work involves “**Construction of 100 Bedded ESIC Hospital and Residential complex at Siliguri, West Bengal including internal electrification, HVAC, PHE, fire fighting, external development works etc. and their Maintenance during Defect Liability Period**”. Further details can be seen at HSCC e-tender portal <http://www.tenderwizard.com/HSCC> .

1.16. Copies of other drawings and documents pertaining to the works are available online for bidders at HSCC e-tender portal <http://www.tenderwizard.com/HSCC> .

1.17. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the complex 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 of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

1.18. The Competent Authority for & on behalf of HSCC (India) Limited 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.

1.19. 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.

1.20. The competent authority on behalf of HSCC (India) Limited reserves to himself the right of accepting the whole or any part of the tender and the bidder shall be bound to perform the same at the rate quoted.

1.21. The contractor shall not be permitted to tender for works in case his near relative is Gazetted officer in the Managerial cadre of HSCC (India) Limited. Any breach of this condition by the contractor would disqualify him from participation and consideration in the tender process.

- 1.22. 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.
- 1.23. The tender for the works shall remain open for acceptance for a period of **180 (ONE HUNDRED AND EIGHTY)** days from the LAST date of submission of bid or any extension thereto. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, then the Client shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the re-tendering process of the work.
- 1.24. This is a Time Bound Project
- 1.25. The work includes a number of specialized Civil/Electrical/ Mechanical/ Electronic Engineering services etc. to be executed as integral parts of the project by engaging specialized agencies in each case meeting the eligibility criteria and after approval by the Engineer-in charge. The eligibility criteria for carrying out of specialized items of work through specialized agencies shall be as per given in CPWD Works Manual.

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

List of specialized works is as given in para 16.10 of CPWD works manual. The eligibility criteria for carrying out of specialized items of work through specialized agencies shall be as per given in CPWD Works Manual.

**List of specialized item / jobs for civil works**

- (1) Water proofing treatment work.
- (2) Aluminum doors and windows, aluminum partition.
- (3) Aluminum composite panel.
- (4) Water treatment plant.
- (5) Structural glazing work.
- (6) Signages.
- (7) PT Slab
- (8) Plumbing works
- (9) Fire Fighting Works

**List of specialized item / jobs for Electrical /HVAC/OT etc. work (As applicable)**

Supplying / fabrication, installation, testing, and commissioning of the following -

- (1) Sewage treatment plant.

- (2) HT and LT Switchgear.
- (3) Air- conditioning plant.
- (4) Lift, escalator and conveyors.
- (5) Simultaneous interpretation System.
- (6) Gas plant.
- (7) Transformer.
- (8) Diesel generating sets.
- (9) Water coolers.
- (10) Public address system; conferencing system, automatic vote recording system, recorders.
- (11) EPBAX system (equipments).
- (12) EPBAX system (cabling and wiring).
- (13) Security system and alarm.
- (14) Building automation system.
- (15) Digital display board.
- (16) Fire fighting equipment (including wet riser and sprinkler system, \*\*portable fire extinguishers), fire detection and alarm and any other co-related items.
- (17) Hydraulic platform/lift.
- (18) Incinerator.
- (19) Laundry equipment.
- (20) Energy conservation measures for lighting.
- (21) Centralized clock system.
- (22) Interior/exterior flood lighting of heritage/monumental buildings/structures involving computer aided design, and evolution of special mounting arrangements for luminaries.
- (23) Conservation measures for lighting.
- (24) Supply and installation of UPS System and Servo Voltage Stabilizers
- (25) Rising Mains / Bus Trunking in Buildings.
- (26) Gas Pipe line
- (27) Water supply motors and pumps of 100 hp or more
- (28) Mechanized Car Parking Systems
- (29) VRV/VRF Type Air-Conditioning Systems
- (30) Oxygen Generation Plant
- (31) CCTV and Allied Equipments
- (32) Access Control System
- (33) Hydro Preumatic Pumps



(34) HVAC-

- 1.26. This being a composite tender, the Bidder must associate with himself agencies otherwise eligible to tender for other components individually including specialized services for which an affidavit/undertaking as per format enclosed at Form H should be submitted along with the Technical Bid.
- 1.27. Registration/ Licence: The firm should have GST Registration with the appropriate Authorities **In case the firm is not registered at the time of submission of bid, they will submit an undertaking that they will get themselves registered with the concerned authorities in case they are awarded the work**
- 1.28. The contractor/firm will indemnify HSCC (I) Ltd, as the case may be, against all penal action that may be levied/effectuated by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority. An undertaking in this regard is required to be submitted by applicants along with prequalification.
- 1.29. This Notice Inviting bid shall form a part of the contract document. The successful Tenderer/ contractor, on acceptance of his tender by the Accepting Authority, shall, within FIFTEEN days from the date of issue of the Letter of Award will be required to sign the contract consisting of :-
- a) The Notice Inviting Bids, all the documents including General Conditions of the Contract, Specific Conditions of Contract, Specifications, Bill of Quantities and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto including amendments, corrigendum etc. if any.

**Following shall also be part of the contract:**

Standard CPWD forms as mentioned in Schedule F consisting of:

- i. Various standard clauses with corrections upto the date stipulated in Schedule F along with annexures thereto.
- ii. CPWD Safety Code.
- iii. Model rules for protection of health, sanitary arrangements for workers employed by CPWD or its contractors.
- iv. CPWD Contractors Labour regulations
- v. List of Acts and Omissions for which fines can be imposed.

1.30. **Bid document consists of :**

- 1.30.1. **Volume – I (Notice Inviting Tenders (NIT), PQ Criteria & Instructions to Bidders (ITB))**
- 1.30.2. **Volume – II (General Conditions of Contract)**
- 1.30.3. **Volume – III (Specific Conditions of Contract)**
- 1.30.4. **Volume – IV (Technical Specifications)**
- 1.30.5. **Volume – V (Bill of Quantities)**

1.30.6. **Volume** – VI (Tender Drawings)

**All amendments(s)/ corrigendum, if any.**

- 1.31. **In respect of this project, the Independent External Monitors (IEMs) would monitor and oversee implementation and effectiveness of the Integrity Pact Program.**
- 1.32. *HSCC (I) Ltd* 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 HSCC (India) Limited for rejection of his tender.

Deputy General Manager (Projects),  
HSCC (India) Limited as PMA  
On behalf of ESIC

## **SECTION-II**

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

#### **2 Introduction:**

The Project “Construction of 100 Bed Hospital and Residential Complex” by Employees’ State Insurance Corporation under Ministry of Labour & Employment, Government of India at Siliguri, West Bengal.

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

#### **2.2 Disqualification.** *Even if a Contractor meets the eligibility criteria as, HSCC (India) Ltd may, at their discretion and at any stage during the selection process or execution of the Project, order disqualification of the contractor if the Contractor has:*

- 2.2.1 Made misleading or false representations in the forms, statements and attachments submitted; or
- 2.2.2 The Contractor has been blacklisted by any government agency even after bids have been opened; or
- 2.2.3 Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.

#### **2.3 BID Documents :**

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

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

##### **2.3.2 Pre-Bid Conference**

The purpose of the meeting will be to clarify issues and to answer questions on any matter that may arise at this stage. HSCC (I) Ltd shall conduct pre-Bid meeting(s) at the time and venue mentioned in Notice Inviting Bid to answer any queries / provide clarifications that the Bidders may have in connection with the Project and to give them relevant information regarding the same.

##### **2.3.3 Clarifications**

A prospective Contractor requiring any clarification with regards to the BID document may notify Deputy General Manager (Projects), HSCC (India) Limited, E-6(A), Sector 1, Noida – 201 301 in writing or by tele-fax at the mailing address indicated in Notice Inviting Bid. Deputy General Manager (Projects), HSCC (India) Limited will respond any request for clarification which is received within seven days of the first date of issue of the Tenders. Written Copies of the Deputy General Manager (Projects), HSCC (India) Limited’s response (including an explanation on the query but without identifying the source of the inquiry) shall be uploaded on the e-tender portal <http://www.tenderwizard.com/HSCC>. Only written communication/ clarification can be considered as valid

##### **2.3.4 Amendment to BID Document**

- i. At any time prior to the deadline for the submission of Bids, HSCC may, for any reason, whether at its own initiative or in response to a clarification or

query raised by prospective Bidders, modify the BID document by an amendment.

- ii. The said amendments in the form of the addendum/corrigendum will be made available on HSCC e-tender portal not later than 3 days prior to the original or extended deadline for the submission of the bids. The uploading of the said amendments shall be binding of the bidders. The Bidders are strongly advised to regularly visit HSCC e-tender portal <http://www.tenderwizard.com/HSCC> to ensure that they are aware of the amendments. The addendum (s) issued will form part of the BID documents.
- iii. In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the HSCC may, at its discretion, extend the deadline for the submission of Bids.
- iv. The above information will only be placed on HSCC e-tender portal and it will be the responsibility of the bidders to read.

#### **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 Bids including instructions, conditions, forms, terms, etc. and take them fully into account before submitting his offer. Bids, which do not satisfy all the requirements, as detailed in these documents, are liable to be rejected as being unresponsive.
- iii. The Bidder shall be deemed to have inspected the Site and its surroundings and taken into account all relevant factors pertaining to the Site, while preparing and submitting the Bid.

##### **b) Project Inspection and Site Visit**

Any Site information given in this Bid Document is for guidance only. The Bidder is advised to visit and examine the Site of works and its surroundings at his/their cost and obtain at his/their own responsibility, any information that may consider necessary for preparing the Bid and entering into a Contract with HSCC (I) Ltd, including availability of electricity, water and drainage, where applicable.

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

##### **c) Documents Comprising the Bid**

Bidder shall submit their Bids online only in two packages namely the Technical Package and the Financial Package. The contents of the technical and financial package are as mentioned hereinafter i.e. Clause 2.3.6 & 2.3.7.

d) Alternative Proposal by bidders:

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

2.3.6 **Contents of Technical Package:**

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

(A) Technical Package Part –I ; Shall be submitted in ORIGINAL in envelope no. 1 with a copy uploaded online and shall comprise the following :

- I. Original Non-refundable Demand Draft of Rs. 15000/- as Tender Fee
- II. Bid Security, in original,
  - a. The Bidder shall enclose EMD with their Bid for an amount, as mentioned in Notice Inviting Bids.
  - b. The EMD will be in the form of demand draft of a scheduled bank issued in favour of “**HSCC (I) Ltd**” payable at New Delhi/Noida or fixed deposit receipt or Banker’s cheque or Bank Guarantee in favour of “ **HSCC (I) Ltd** ” as per Form B, having validity for six months or more from the last date of receipt of tenders. The Bank guarantees should be irrevocable and operative for a period of six months or more from the last date of receipt of tenders or any extension thereof.
  - c. Bids not accompanied by EMD & tender fee, shall be treated as non-responsive, and will be summarily rejected by HSCC (I) Ltd.
  - d. The Bid securities of unsuccessful Bidders shall be discharged/ returned by HSCC in not later than 30 days after the expiration of the period of Bid Validity.
  - e. The Bid Security shall be forfeited if a bidder withdraws his bid during the period of bid validity or in the case of the successful bidder, if he fails to furnish the necessary performance security or enter into the Contract within the specified time limit.

III Form A- Form of bid and Appendix Form A -Appendix ., duly signed and filled.

IV Original affidavit (as per format at Form K)

(B). Technical Package Part –II shall be submitted online only duly digitally signed & stamped by authorized signatory and comprise the following:

- a) Indemnity/ undertaking as per requirements of clause 1.28 (Form M)
- b) The enclosed documents shall be uploaded and mentioned as Annexure I

1. Power of attorney (Form E) in favour of the person signing the Bid
2. Affidavit/ Undertaking for engaging specialized agencies - (Form H)
3. Form “T-1” (Financial Information) – Annual Financial Statement for the last five year
4. Form “T-1-B”(Solvency Certificate from a Scheduled Bank )
5. Form “T-2” (List of all works of similar nature successfully completed during the last seven years)
6. Form “T-4” (Performance Report of Works)
7. Form “T-5” (Structure and Organization)
8. Copies of GST Registration or undertaking in this regard as per Clause 1.27.
9. Certificate of Registration for GST and acknowledgement of up-to-date file return.
10. Integrity Pact and Agreement duly signed by the person authorized to sign the bid on behalf of the bidder. (as per Performa given in GCC, Vol-II)

#### **2.3.7 Contents of Financial Package**

The financial package (**VOLUME V - BILL OF QUANTITY/ PRICE BID**) should be submitted **ONLINE** only. These item rate/prices should include all costs associated with the Project including any out of pocket / mobilization expenses, taxes, charges, levies, cess, VAT, GST, Service Tax etc. including PF & ESI as per GCC applicable till the date of submission of bids or any extension thereof. 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 percentage against summary of each components. If any cell is left blank then value of that cell shall be treated as “0” (ZERO).

#### **2.3.8 Language of Bid**

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

#### **2.3.9 Currency of Bid**

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

#### **2.3.10 Extension of Bid Validity**

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

#### **2.3.11 Format and Signing of Bid**

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

#### 2.3.12 Sealing and Marking of Bids

- a) The Bid shall be submitted along with documents and mode of submission mentioned at Clause 2.3.6 of Volume I and also mentioned in the Checklist at **Annexure - I at page no. 36 & 37 of this volume I.**

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

- b) **In e-tendering intending bidder has to quote rates in figures only. The rates in words, amount of each item and total is generated automatically. Therefore, the rate quoted by the bidder in figures is to be taken as correct.**

- c) **In case of manual tendering :**

- (i) In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

Please note that the price should not be indicated in any of the documents enclosed in Envelope no. 1 & 2. Non-compliance shall entail rejection of the Bid.

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

#### 2.3.12 Submission of Bids

- i. Bids should be submitted online to:  
Deputy General Manager (Projects)  
HSCC (India) Limited,  
E-6(A), Sector 1,  
Noida – 201 301
- ii. The last date for submission of completed Bids is given in Notice Inviting Bids. The HSCC (I) Ltd may, at their discretion, extend this date, in which case all rights and obligations of the HSCC (I) Ltd and the Bidder shall thereafter be subjected to the new deadline as extended. If such nominated date for submission of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date for submission of Bid.
- iii. Required documents which are required to be submitted in original as per mode defined in Checklist at Annexure I at page 32 of volume I, shall be submitted by hand or through registered post or courier service at the address mentioned above. HSCC shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of said documents in time.
- iv. Required documents sent telegraphically or through other means of transmission (Tele-fax, E-mail etc.), which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.
- v. Modifications/ Substitution/ Withdrawal of Bids
  - (a) No modification or substitution of the submitted Bid shall be allowed after last date of submission of bids.
  - (b) A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by Deputy General Manager (Projects), HSCC (I) Ltd. E-6A, Sector-1, Noida-201301, before the last date for submission of Bids.
  - (c) Only a single copy of the withdrawal notice shall be prepared and each page of the notice shall be signed and stamped by the authorized signatory. The notice shall be duly marked “WITHDRAWAL”. This withdrawal notice will be opened at the time of opening of bid and not earlier. The signature of GPA holder will be verified and withdrawal shall be considered only in case both are same.
- vi. Bid Due Date
  - a. Bids should be received at the address mentioned in this document, on or before the stipulated/extended time and date as specified in Notice Inviting Bids.



- b. *HSCC* may, in exceptional circumstances, and at its sole discretion, extend the Bid due date by issuing an addendum.

vii. Late Bids

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

**2.3.13 Power of Attorney:**

Bidders shall submit, along with Technical Package - Part II, 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 HSCC and act as the contact person. The format for the power of attorney shall be as per form E of Bid Document Volume-I. Even if, bids are signed by Managing Director/Partner/Proprietor himself, Power of Attorney is required.

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

**2.3.14 Bid Opening and Evaluation:**

Bid Opening

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

- viii. Technical evaluation shall be as per section IV, Evaluation Process.
- ix. Financial Package of all bidders whose bids are found responsive after Technical evaluation will be opened at a later date.

#### **2.3.15 Determination of Responsiveness**

- i. Prior to the detailed evaluation of Bids, HSCC 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. Valid Bid Security/ EMD,
  - f. 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, HSCC'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 HSCC. The decision of HSCC in this regard shall be final and binding. The financial Packages of non-responsive Bidders shall not be opened.

#### **2.3.16 Evaluation of Bids**

- i. *HSCC* would examine and evaluate responsive Bids, as per the criteria set out in this document at Section IV Evaluation Process
- ii. *HSCC* reserves the right to reject any Bid if:
  - a. At any time, a material misrepresentation is made or uncovered; **or**
  - b. The Bidder does not respond within the stipulated time to requests for supplemental information/ clarifications required for the evaluation of the Bid; **or**
  - c. It is found that the information provided is not true or incorrect or facts/ material for the evaluation have been suppressed.

#### **2.3.17 Clarification of Bids**

- i. Evaluation of technical Bids submitted by Bidders shall be undertaken based on details submitted therein only. Bidder shall not be allowed to submit on their own, additional information or material subsequent to the date of submission and such material / information, if submitted, will be disregarded.

It is therefore essential that all details are submitted by the Bidder comprehensively, accurately and specifically in their technical Bid, avoiding vague answers. However, Evaluation Committee, if it so desires, reserves the right to seek any clarification from the Bidders on the information provided in the technical package. The request for clarifications and the response shall be in writing, or by tele-fax. No change / addition in the information or substance of the Bid shall be sought, offered or permitted.

- ii. To assist in the examination, evaluation and comparison of the financial Bid, Evaluation Committee may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing or by tele-fax. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm correction of arithmetical errors observed by the Evaluation Committee during the evaluation of Bids.

#### **2.3.18 Process to be Confidential**

- i. Except the public opening of the Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.
- ii. Any effort by a Bidder to influence HSCC 's Evaluation Committee in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of Contract, shall result in the rejection of their Bid.

#### **2.3.19 Award of Contract**

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

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

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

- a. Prior to the expiry of the period of Bid Validity, HSCC (I) Ltd will issue the Letter of Award to the Successful Bidder, notifying him of being declared successful and the intent to sign the Contract Agreement with him. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Award') shall mention the sum which HSCC, 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 HSCC from the unsuccessful Bidders.
- b. The Letter of Award shall constitute a part of the Contract.
- c. Upon submission of Performance Guarantee by the Successful Bidder, HSCC will promptly notify the other Bidders and discharge / return their Bid securities.

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

- a. *HSCC (India) Limited* 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 FIFTEEN days from the date of issue of the Letter of Award the Successful Bidder will be required to execute the Contract Agreement.

- b. Prior to the signing of the Contract Agreement, the Successful Bidder shall submit Performance Guarantee.
- c. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board and Programme Chart (Time and Progress) within the period specified in schedule F.
- d. The Contract Agreement shall be duly signed by PMA and the Contractor through their authorized signatories.
- e. In case the Successful Bidder does not sign the Contract Agreement, HSCC reserves the right to cancel the selection process, forfeit any Bid Security and/or Performance Guarantee, as the case may be, submitted by the Successful Bidder and either re-Bid or proceed in any manner that it may deem fit.
- f. Contract agreement will be signed by the authorized signatories.
- g. All amendments / addendums shall be made available at HSCC e-tender portal <http://www.tenderwizard.com/HSCC>. It will be the responsibility of the bidder to see the web site regularly and update.

**SECTION-III**  
**SCOPE OF WORK**

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

**Construction of 100 Bedded ESIC Hospital and Residential complex at Siliguri, West Bengal** including internal electrification, HVAC, fire-fighting, fire detection, external development etc. and their Maintenance during Defect Liability Period etc.

2. Architectural Drawings, Structure framing plan and general arrangement drawings shall be provided by PMA. However detailed RFC structure/architecture drawings shall be prepared by the Contractor by engaging a good architectural firm. Contractor will also prepare detailed shop drawings based on the concept drawings given by PMA for all services e.g. Electrical, Plumbing, Fire fighting, fire detection, HVAC & Plant layout etc. The contractor shall make all necessary co-ordination for the approval of the drawings from PMA.

The contractor shall get the structural drawings duly vetted from IIT and the expenditure incurred for IIT vetting will be reimbursed by HSCC.

3. The surveyed site plan and Master plan along with the report of geotechnical investigation will be made available to finally selected Contractor.
4. The activities to be carried out for the completion of the Project shall include the following and any additional activities incidental to these:
- i. Getting all approvals / permissions / planning permits of the statutory / local / governmental agencies as required incidental to construction/ completion.
  - ii. Submission of the completion (i.e. 'as-built') drawings and other related documents, both a hard copy and the soft copy in Auto CAD or any other IT application used for the purpose.
  - iii. Obtaining occupancy certificate and related NOC's from statutory/ local/governmental agencies. Statutory payment on this account will be reimbursed by the client at actuals on production of payment receipts

**5. Approvals Required**

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

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

- Construction Permit if required
- NOC from Chief Fire Officer

- NOC from Lift Inspector where lifts are provided
- Occupancy certificate

*HSCC* 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 HSCC in any manner.

## SECTION IV

### EVALUATION PROCESS

#### **4.1 Evaluation Process:**

The Bids will be evaluated in the following stages:

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

#### **4.2 Stage 1-Technical Evaluation**

- i. The technical Bids shall be evaluated as per criteria mentioned in Clause 1.4 in respect of experience of similar class of works completed, and financial turnover etc. will first be scrutinized and bidder's eligibility for the work be determined.
- ii. The bidders qualifying the initial criteria as set out in Clause 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 eligible similar nature of work during last seven years (Form 'T-2')	Maximum 20 marks
(c)	Performance on works (Form 'T-4') - Time over run	Maximum 20 marks
(d)	Performance on works (Form 'T-4') - Quality	Maximum 40 marks
	<b>Total</b>	<b>100 marks</b>

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

Note : The average value of performance of works for time overrun and quality shall be taken on the basis of performance report of the eligible similar works.

The financial Bid of only those Bidders who are technically qualified shall be opened.

- iii. The financial Bids of Bidders whose technical Bids are found unacceptable shall be not be opened
- iv. HSCC shall notify all the technically qualified Bidders of their technical qualification indicating the date, time and venue for opening of financial Bids.

#### **4.3 Stage II-Financial Evaluation**

- i. Evaluation Committee shall open the financial Bid of the technically qualified Bidders in the presence of the Bidders/their authorized representative, who choose to attend, at the scheduled date and time.
- ii. On opening the financial Bids, the Evaluation Committee shall read out the financial Bid to all the Bidders and note the same.
- iii. The Evaluation Committee shall correct arithmetic errors, if any and sign the same. If any discrepancy is found between the amount in percentage/figures and the amount in words, the amount in words shall prevail.
- iv. If a tenderer quotes nil against each item in percentage rate tender or does not quote any percentage above/below on the total amount of the tender or

any section/sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

- v. All the financial Bids shall then be ranked according to the financial Bid in increasing order with the Bidder quoting the least amount ranked L1, Bidder quoting next higher figure as L2 and so on.
- vi. L1 will be declared as Successful Bidder and his offer will be processed further.
- vii. (a)The financial bid of all eligible bidders as decided by Client shall be opened and the decision of Client will be final and binding.  
(b)The date and time of opening of financial bids shall be decided by Department which will be intimated at an appropriate time

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

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



## Annexure -1 Checklist

### CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID

#### TECHNICAL PACKAGE - Part I

S.No	Name of Document	Mode of submission	Page No.
1.	Non -refundable Demand Draft of Rs.15,000/- (Rs. Fifteen thousand) only as cost of bid, in favour of “ <b>HSCC (India) Limited</b> ” payable at Noida /Delhi	<b>In Original in Envelop no. 1 &amp; Copy Online</b>	
2.	Bid Security (Form B) in separate sealed envelope		
3.	Form of bid and Appendix (Form A) for the bid		
4.	Affidavit by Bidder (Form K) on a duly notarized non judicial Rs.100/- stamp paper		

#### TECHNICAL PACKAGE - Part II

S.No	Name of Document	Mode of submission	Page No.
1	Power of attorney (Form E) in favour of the person signing the Bid	<b>Online only</b>	
2	Affidavit for engaging specialized agencies (Form H)		
3	Form “ Form “T-1” (Financial Information)		
4	Form “T-1-B”(Solvency Certificate from a Scheduled Bank )		
5	Form “T-2” (Details of works)		
6	Form “T-4” (Performance Report of Works)		
7	Form “T-5” (Structure and Organization)		
8	Copies of GST Registration or undertaking in this regard as per clause 1.27		
9	Integrity Pact and Agreement duly signed by the authorized signatory on behalf of the bidder (as per Performa given in GCC Vol-II)		
10	Undertaking as per requirement of clause-1.28 (as per form M)		
11.	Certificate of registration for GST and acknowledgement of up-to-date file return.		

#### FINANCIAL PACKAGE COMPRISING OF:

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

Note: The bidders are required to submit all documents duly authenticated by digital signatures and online only. No hard copy of the documents is required to be submitted except

- (a) Original non-refundable Demand Draft of Rs.15000/- (Rs. Fifteen Thousand Only) as cost of bid, in favour of “HSCC India Limited” payable at Noida/New Delhi
- (b) Original Bid Security as per approved Form B – Vol. I of Tender which should be submitted to the office of Deputy General Manager (Projects), HSCC (India) Limited, E-6(A), Sector 1, Noida – 201 301 before the date and time fixed for opening of bid either by registered post or by hand failing which the bid will be declared non-responsive.

## **Form A-Form of Bid and Appendix**

### **FORM OF BID**

**Name of the Work:** Construction of 100 Bedded ESIC Hospital and Residential complex at Siliguri, West Bengal including internal electrification, HVAC, PHE, fire fighting, external development etc. and their Maintenance during Defect Liability Period.

To

Deputy General Manager (Projects),  
HSCC (India) Limited,  
E-6(A), Sector 1,  
Noida – 201 301

**Sub : Submission of Proposal**

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

1. We acknowledge that the Appendix forms an integral part of the Bid.
2. While preparing this Bid, we have gathered our own information and conducted our own inquiry/survey to our satisfaction and we did not rely solely on the information provided in the Bid Documents. We shall not hold HSCC (I) Ltd responsible on any account in this regard.
3. 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
4. If our Bid is accepted, we will furnish a bank guarantee as Performance Guarantee for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with as given in the General Conditions of the Contract.
5. 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.
6. 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.
7. We agree to the General Conditions of Contract and Specific Conditions of Contract and the terms and conditions mentioned in the Bid Documents.
8. 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 HSCC (India) Limited, 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.

9. We understand that you are not bound to accept the lowest or any Bid you may receive.
10. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.
11. We enclose;
  - a. All documents as per the checklist
  - b. Bank guarantee for Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) issued by \_\_\_\_\_ (name of the bank) valid until \_\_\_\_\_ towards EMD.

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

Dated this.....day of.....**2019**

Signature .....

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

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

Address .....

.....

.....

Witness – Signature .....

Name .....

Address .....

.....

.....

**Form A Appendix**

**APPENDIX TO THE FORM OF BID**

i.	(a) Amount of Performance Guarantee to be deposited by financially successful bidder	As per Clause 1 of GCC
	(b) Amount of Security Deposit	As per Clause 1 A of GCC
ii	Date for commencement of work	15 days from letter of award or 15 days after handing over of site whichever is later.
iii	Time for completion	18 Calendar months
iv.	Amount of compensation in case of extension of completion date due to delays by the Contractor	As per Clause 2 of GCC
v.	Defects Liability Period from the date of issue of "Taking-over certificate"	12 months
vi.	(a) Period of validity of Performance Guarantee	As per of GCC
	(b) Period of validity of Security Deposit	As per of GCC

Signature

(Authorized Signatory)

Date .....

Place .....

Name .....

Address .....

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

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

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

To

Deputy General Manager (Projects),  
HSCC (India) Limited,  
E-6(A), Sector 1,  
Noida - 201 301

Dear Sir,

In consideration of your agreeing to accept Bank Guarantee for Rs. .... (Rupees ..... ) in lieu of payment from M/s ..... having its /their registered office at ..... (hereinafter called the Bidder) towards Bid Security in respect of your Tender no. .... calling for Tender for ..... at ..... and for due fulfilment of the terms and conditions of the said Tender, we hereby undertake and agree to indemnify and keep you indemnified to the extent of Rs ..... (Rupees .....).

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

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

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

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

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

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

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

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

Yours faithfully,

For and on behalf of

The.....Bank.

Signature of authorized bank official

Name: .....

Designation: .....

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

**FORM OF PERFORMANCE GUARANTEE BANK GUARANTEE**

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

To,

Deputy General Manager (Projects),  
HSCC (India) Limited,  
E-6(A), Sector 1,  
Noida - 201 301

Dear Sir,

*In consideration of the HSCC (I) Limited, Project Management Agency on behalf of Employees' State Insurance Corporation having offered to except the terms and conditions of the proposed agreement between.....(HSCC (India) Ltd, which expression shall include his successor and assignees)& ..... M/S\_\_\_\_\_ (hereinafter referred to as "the said Contractor (s)", which expression shall include his successor and assignees) for the work of \_\_\_\_\_ No \_\_\_\_\_ in terms inter alia, of the \_\_\_\_\_ Letter No. \_\_\_\_\_ dated \_\_\_\_\_ and the General Conditions of Contract and upon the condition of the Contractor's furnishing Security for the performance of the Contractor's obligations and discharge of the Contractor's liability under and in connection with the said Contract upto a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) amounting to \_\_\_\_\_ percent of the total Contract value.*

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

hereafter held by The Employer and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to the Employer hereunder or prejudice the rights of the Employer against the bank.

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



claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities there under.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 20

For and on behalf of Bank.

Issued under seal :

**FORM OF AGREEMENT**

This agreement is made at **New Delhi** on the \_\_\_\_ day of \_\_\_\_\_ 2019 between .....(The designated authority of the PMA) as PMA on behalf of ESIC, (hereinafter called “.....(PMA)” which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part.**

**Second Part**

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

Whereas .....(HSCC (India) Ltd is desirous that certain works should be executed, for **Construction of** \_\_\_\_\_ hereinafter called the “The Project” and has accepted a Tender submitted by the contractor for the execution and completion of such works as well as guarantee of such works and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSTH as follows:

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

**Volume - 1 (NIT & Evaluation Criteria)**

- Notice Inviting Bids
- Scope of work
- Evaluation Process

**Volume- II (GCC)**

- General Conditions of Contract

**Volume - III (SCC)**

- Specific Condition of Contract

**Volume - IV Technical Specifications**

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

**Volume - VI (Tender Drawings)**

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

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

3. In consideration of the payment to be made by HSCC (I) Ltd to the Contractor as hereinafter mentioned, the Contractor hereby covenants with HSCC (I) Ltd to executed and complete the Project by ----- and remedy and defects therein in conformity in all respects with the provisions of the Contract.
4. HSCC (I) Ltd hereby covenants to pay the Contractor in consideration of the execution and completion of the Project and the remedying of defects therein, the total Contract Price of Rs. ----- only) being the

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

5. OBLIGATION OF THE CONTRACTOR

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

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

For and on behalf of the Contractor	For and on behalf of the .....( <i>Project Management Agency</i> )
Signature of the authorized official	Signature of the authorized official
Name of the Contractor Stamp / Seal of the Contractor	Name of the official Stamp / Seal
SIGNED, SEALED AND DELIVERED By the said	By the Said
on behalf of the Contractor:	on behalf of the ..... ( <i>Project Management Agency</i> )
in the presence of:	in the presence of:
Witness _____ Name _____ Address _____	Witness _____ Name _____ Address _____



**Form E**

**Format for Power of Attorney for authorized signatory**

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

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

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.

**UNDERTAKING**

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

- I. For Specialized works except DG Sets, Substation, HVAC System & Lifts:
- (i) Average Annual Financial Turnover during the last three financial years, i.e., FY 2015-16, 2016-17, 2017-18, should be at least 50% of the estimated price of the works
  - (ii) Experience of having successfully completed similar specialized works during last 7 years ending previous day of last date of submission of tenders should be either of the following:
    - (a) Three similar works each of value not less than 40% of the estimated cost put to tender or two similar works each of value not less than 60% of the estimated cost put to tender or one similar work of value not less than 80% of the estimated cost, put to tender, all amounts rounded off to a convenient figure.
- II. For DG Set, HVAC and Sub Station works:
- (i) Average Annual Financial Turnover during the last three financial years, i.e. FY 2015-16, 2016-17, 2017-18, should be at least 50% of the estimated price of the works
  - (ii) Experience of having successfully completed similar specialized works during last 7 years ending previous day of last date of submission of tenders should be either of the following.
    - (a) Three similar works each of value not less than 40% of the estimated cost put to tender or two similar completed works each of value not less than 60% of the estimated cost put to tender with capacity of individual DG Set/Chiller/transformer being 80% of the individual capacity (rounded off to next available higher capacity) of the equipment i.e. DG Set/ Chiller/ transformer proposed in the NIT.

OR

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

All amounts rounded off to a convenient figure.

- III. For Lifts works:

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

**(Authorized Signatory of bidder)**

**AFFIDAVIT**

**(To be submitted by bidder on non-judicial stamp paper of Rs.100/(Rupees Hundred only) duly attested by Notary Public)**

Affidavit of Mr. ....S/o.....  
R/o .....

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s .....  
Having its Head Office/Regd. Office at .....
2. That the information/documents/Experience certificates submitted by M/s..... along with the tender for ..... (*Name of work*).....  
To HSCC are genuine and true and nothing has been concealed.
3. I shall have no objection in case HSCC verifies them from issuing authority(ies). I shall also have no objection in providing the original copy of the document(s), in case HSCC demands so for verification.
4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, HSCC at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.
5. I shall have no objection in case HSCC verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal / Branch office of issuing Bank and I/We shall have no right or claim on my submitted EMD before HSCC receives said verification.
6. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, HSCC shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.
7. I hereby confirm that our firm /company is not blacklisted/ barred /banned from tendering by HSCC. If this information is found incorrect, HSCC at its discretion may disqualify / reject / terminate the bid/contract.
8. The person who has signed the tender documents is our authorized representative. The Company is responsible for all of his acts and omissions in the tender.

I, ....., the Proprietor / Authorised signatory of M/s..... do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from..... and that no part of it is false.

DEPONENT

Verified at .....this.....day of .....

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

**Form L**

**DELETED**



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**Form-M****UNDERTAKING**

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

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

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

- i) **Gross Annual Turnover on construction works** for last three years ending 31.03.2018

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

- ii) **Profit / Loss** for last Five years ending 31.03.2018

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

Financial arrangements for carrying out the proposed work.

Solvency certificate from Bankers of the bidder in the prescribed Form "T-1B".

Signature of Chartered  
Accountant with Seal

Signature of Applicant.

---

**FORM 'T-1 B'**

**FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK**

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

(Signature)

For the Bank

- NOTE (1) Bankers certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.
- (2) Incase of partnership firm, certificate should include names of all partners as recorded with the bank.

**FORM - 'T - 2'**

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

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

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

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

Signature of Applicant

**FORM 'T - 4'****PERFORMANCE REPORT OF WORKS****REFERRED TO IN FORM "T-2"**

01.	Name of work / Project & Location	
02.	Agreement No.	
03.	Bided Cost	
04.	Executed Cost	
05.	Date of Start	
06.	<b>Date of completion :</b>	
	i) Stipulated date of completion	
	ii) Actual date of completion	
07.	(a) Whether case of levy of compensation has been decided or not	Yes/No
	(b) If decided, Amount of compensation levied for delayed completion, if any	
08.	Amount of reduced rate items, if any	
09.	<b>Performance Report :</b>	
	a) Quality of work	Outstanding / Very Good / Good / Poor
	b) Financial soundness	Outstanding / Very Good / Good / Poor
	c) Technical Proficiency	Outstanding / Very Good / Good / Poor
	d) Resourcefulness	Outstanding / Very Good / Good / Poor
	e) General behavior	Outstanding / Very Good / Good / Poor

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

Executive Engineer or Equivalent

**Form 'T - 5'****STRUCTURE & ORGANIZATION**

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

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

Signature of Applicant

**Form 'T- 8'****CRITERIA FOR EVALUATION OF THE PERFORMANCE OF CONTRACTORS FOR PRE-ELIGIBILITY**

ATTRIBUTES		EVALUATION					
(a)	<b>Financial Strength (20 Marks)</b>	60% marks for minimum eligibility criteria					
	Average Annual Turnover (16 Marks)	100% marks for twice the minimum eligibility criteria or more					
	Solvency Certificate (4 Marks)	In between (i) & (ii) - on pro rata basis					
(b)	<b>Experience of similar class of works (20 marks)</b>	60% marks for minimum eligibility criteria					
		100% marks for twice the minimum eligibility criteria or more					
		In between (i) & (ii) - on pro rata basis					
(c)	<b>Performance on works (Time over run) (20 Marks)</b>						
	Parameter	Calculation for Point	Score			Maximum Marks	
	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 in the Agreement plus (+) Justified period of extension of time						
	Note: - Marks for value in between the stages indicated above is to be determined by straight line variation method.						
(d)	<b>Performance of Works (Quality) (40 Marks)</b>	Performance	Marks				
		Outstanding	40				
		Very Good	30				
		Good	20				
		Poor	0				
	Bidders qualifying the initial criteria as set out in para 1.4 will be evaluated for following criteria by scoring method on the basis of details furnished by them.						
a	Financial strength (Form 'A' & 'B') -	Maximum 20 marks					
b	Experience in eligible similar nature of work during last five years (Form 'C')	Maximum 20 marks					
c	Performance on works (Form 'E') - Time over run	Maximum 20 marks					
d	Performance on works (Form 'E') - Quality	Maximum 40 marks					
	<b>Total -</b>	100 marks					
To become eligible for short listing, the bidder must secure at least 50% marks in each attribute and minimum 60% marks in aggregate.							
Note : The average value of performance of works for time overrun and quality shall be taken on the basis of performance report of the eligible similar works.							



**END OF VOLUME – I  
(LAST PAGE)**