

**MINISTRY OF HEALTH & FAMILY WELFARE,
GOVT. OF INDIA, NEW DELHI**

TENDER

FOR

**Construction of Boundary Wall for
Residential Complex (Balance Works) for
AIIMS like Institution at Bhubaneswar under
PMSSY.**

VOLUME – I

- **Notice Inviting Bids**
- **Pre Qualification**
- **Instructions to Bidders**

November' 2012



**HSCC (INDIA) LTD.
(CONSULTANTS & ENGINEERS FOR MEGA HOSPITALS & LABORATORIES)
E-6(A), sector-1, NOIDA(U.P) 201301 (India)**

Phone : 0120-2542436-40

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Tender No. HSCC/PMSSY/BHUB/BW/2012/04

**INSTRUCTIONS FOR DOWNLOADING OF TENDER DOCUMENTS FROM INTERNET
AND ITS SUBMISSION**

1. The tender documents for the **“Construction of Boundary Wall for Residential Complex (Balance Works) at Bhubaneswar under PMSSY”** can be obtained from the HSCC website <http://www.hsccltd.co.in> and the tenders for the works can be given on the tender documents downloaded from the website subject to the conditions given below which shall be carefully studied by the intending bidders and offers submitted accordingly.
2. The tender documents shall be carefully downloaded from the website and the same shall be printed carefully, The tender documents so downloaded shall be complete in all respects, which shall be the sole responsibility of the bidder(s), and the HSCC/MoHFW shall not be liable for any mistakes/loss or corruption of data in the downloading and/ or printing. The end of each volume of the tender documents should be marked in bold letter as **“END OF VOLUME – X”** (where **“X”** is the Volume Number) on a separate page in the uploaded document, which may be checked while downloading the tender documents to ensure that the complete tender documents have been downloaded. The tenderer(s) must also compare the document as printed with the document as uploaded on the website. The tenderer(s) shall sign the undertaking given in **ANNEXURE –J** of Volume – I of Bid Document failing which the offer given by them shall be summarily rejected. The Tenderer(s) or his authorized representative shall stamp and sign in original on each page of the downloaded tender document.
3. A master copy of the document downloaded from the website mentioned above shall be kept at HSCC Head Office, E-6A, Sector -1, Noida -201301, (U.P.). In case of any discrepancy between the tender document printed and submitted by the bidder after downloading from the website and the Master Copy, the later shall prevail and shall be binding on the tenderer(s). The offer received shall be deemed to have been submitted on the document as uploaded and appearing in the website mentioned above whose Master Copy is kept in the office of tender inviting authority.
4. The tenderer(s) shall print the documents on good quality, white A4 size paper on any quality Laser Printer.
5. The cost of tender document of Rs.500/- as mentioned in the notice inviting tender shall be enclosed with the technical package Part –I of the offer as a Demand Draft from a Scheduled Bank payable in favor of **“HSCC (I) Ltd.”** payable at New Delhi/NOIDA as cost of tender. The tenders submitted without the requisite cost of tender documents in an appropriate form shall not be considered.
6. The cost of tender document shall not be clubbed with the earnest money deposit.
7. The tender shall be filled up after careful study of the document and the site and any clarification required may be obtained from the tender inviting authority whose address is given in the tender document.
8. The tenderer(s) downloading the documents from internet must keep themselves updated through the website from which the tender document is downloaded regarding corrigenda, if any, to the same website. The offers received without such corrigenda published are liable to be rejected.
9. Any willful changes/deletion/addition in printing carried out in the tender documents shall be viewed very seriously, whether detected at the time of opening/award of work, and the same may result in penal action including banning of further business with the defaulting tenderer(s). In addition, the tenderer(s) are liable to be prosecuted for the same as per law.
10. Even though the tenderer(s) have been permitted to submit their bid in the tender documents downloaded from the website, the Contract Document on award of work shall be signed only on the manual copy, as issued originally by HSCC (India) Ltd.

DISCLAIMER

This document has been prepared by HSCC, on behalf of Ministry of Health & Family Welfare, Government of India. The information is provided to prospective Bidders, who are interested to Bid for **Construction of Boundary Wall for Residential Complex (Balance Works) for AIIMS like Institution at Bhubaneswar under PMSSY.**

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 HSCC have taken due care 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, MOH&FW/HSCC do 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/MOH&FW 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.

**MINISTRY OF HEALTH & FAMILY WELFARE
Govt. of India, Nirman Bhavan, New Delhi – 110011**

Tender No. HSCC/PMSSY/BHUB/BW/2012/04

23.11.2012

NOTICE INVITING TENDER

Tenders are invited on behalf of Ministry of Health and Family Welfare, Govt. of India, New Delhi by HSCC from eligible contractor/firms for the following works under Pradhan Mantri Swasthya Surakasha Yojana (PMSSY):

Name of Work : Construction of Boundary Wall for Residential Complex (Balance Works) for AIIMS Like Institution at Bhubaneswar (Orissa) under PMSSY ; **Estimated Cost** : Rs.2.10 Crores ; **Bid Security** : Rs.4.20 lakhs ; **Completion Period** : 5 months ; **Date of issue of tender document** : 26.11.2012 to 07.12.2012 upto 13:00 hrs ; **Last date of submission (at HSCC Office, Noida)** : 07.12.2012 upto 14:30 hrs Opening at 15:00 hrs.

For further details, please visit HSCC (India) Ltd. website www.hsccindia.co.in

Prospective bidders are advised to regularly scan through HSCC websites as corrigendum/amendments etc., if any, will be notified only on the HSCC (India) Ltd. websites and no separate advertisement will be made for the same.

General Manager (Projects), HSCC (I) Ltd.

**MINISTRY OF HEALTH & FAMILY WELFARE,
Govt. of India, Nirman Bhavan, New Delhi – 110011**

HSCC/PMSSY/BHUB/BW/2012/04

23.11.2012

INVITATION FOR TENDER - DETAILED

Bids are invited on behalf of Ministry of Health and Family Welfare, Govt. Of India, New Delhi from eligible contractors/firms for the following works under Pradhan Mantri Swasthya Suraksha Yojana(PMSSY).

| Tender No. | Name & description of work | Estimated cost (Rs.) | Completion period of work (months) | Date of issue of tender document from | Last date of submission (at HSCC Office Noida) | Bid Security amount (in Rs.) |
|----------------------------|---|----------------------|------------------------------------|---|--|------------------------------|
| HSCC/PMSSY/BHUB/BW/2012/04 | Construction of Boundary Wall for Residential Complex (Balance Works) for AIIMS Like Institution at Bhubaneswar (Orissa) under PMSSY. | Rs.2.10 Crores | 5 Months | 26.11.2012 to 07.12.2012 upto 13:00 hrs | 07.12.2012 upto 14:30 hrs Opening at 15:00 hrs. | Rs. 4.20 Lakhs |

Complete set of Tender Documents comprising Volume- I, II, III, IV and V has been made available at dispatch counter of HSCC (India) Ltd., Corporate office at E-6(A), Sector-1, Noida (U.P.), Pin: 201301 and also at HSCC (India) Ltd. website www.hsccltd.co.in. The interested applicant contractors/firms may download and check their eligibility for the tender.

Interested applicant contractors/firms can obtain the complete set of tender documents comprising of Vol I, II, III, IV & V either in person from the office of **HSCC (I) Ltd, at E-6(A), Sector-1, Noida (U.P.), Pin: 201301** on any working day as mentioned above on written request mentioning the name & description of work against a non refundable fee of *Rs.500/- (Rs.Five Hundred only)* through Cash/demand draft in favour of “*HSCC (India) Ltd.*” payable at *Noida / New Delhi* or download the complete set of documents from the websites mentioned above and submit with their bids. In case the bidder uses Tender documents downloaded from websites, the tender document fee of Rs.500/- should be enclosed in envelope no.1 in the form a Demand Draft in favour of “*HSCC (India) Ltd.*” payable at *Noida / New Delhi*.

The tender documents should be submitted complete in all respects alongwith requisite amount of bid security in the form of Bank Guarantee of a Scheduled Bank as per format given in the Tender Documents or Demand Draft from a Scheduled Bank payable at *Noida / New Delhi* in favour of “*HSCC (India) Ltd.*” on or before due date and time as mentioned above at HSCC (India) Ltd., Corporate office at E-6(A), Sector-1, Noida (U.P.),Pin: 201301.

Bidders submitting their bids on documents downloaded from websites should ensure submission of the tender document fee as stated above as non-submission of the tender document fee shall make the bids liable to be rejected.

MOHFW/HSCC 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 websites as corrigendum/amendments etc., if any, will be notified on the HSCC websites and separate advertisement will not be made for this.

**General Manager (Projects)
HSCC (India) Ltd.**

Definitions

1. **“Application”** shall mean the response submitted by interested parties.
2. **“BID/Tender”** shall mean documents issued by HSCC 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 on behalf of MoH&FW/ their authorized representative.
7. **“Contract Price”** shall mean the financial bid of the Successful Tenderer as accepted by the Client.
8. **“Client”** means **MoH&FW** or their nominee/assignee.
9. **“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 latter in accordance with the phasing if any, as indicated in the tender document.
10. **“Defects Liability Period”/“Maintenance Period”** means the period after completion of the Project during which the client or his authorized representative / Engineer-in-charge/Consultant 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.
11. **“Engineer in Charge”(EIC)** means the General Manager (Projects), HSCC (India) Ltd. or any officer nominated by Chairman-cum-Managing Director, HSCC (India) Ltd. to act as Engineer-in-Charge from time to time.
 12. **“Evaluation Committee”** shall mean the committee constituted by HSCC for the evaluation of the bids.
 13. **“HSCC”** shall mean HSCC (India) Ltd., having its Corporate Office at E-6(A), Sector 1, Noida, appointed by MOH&FW as a Consultant for the project.
 14. **“Letter of Award”** shall mean the letter issued by the HSCC/Client to the Successful Tenderer inviting him to sign the Contract Agreement.
 15. **“MoH&FW”** shall mean Ministry of Health & Family Welfare, Government of India.
 16. **“Performance Security”** shall mean the amount to be paid by the Successful Tenderer as per relevant clause mentioned else where.
 17. **“Processing Fee”** shall mean the amount to be paid by the Tenderers in consideration of cost of bid document.
 18. **“Project”** shall mean **Construction of Boundary Wall for Residential Complex (Balance Works) for AIIMS like Institution at Bhubaneswar under PMSSY.**
 19. **“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.
 20. **“Successful Tenderer”** shall mean the Tenderer declared technically and financially successful for the Project and with whom, the Contract Agreement shall be signed.

21. **“Similar Works”** as defined in qualifying criteria.
22. **“Scheduled banks”** mean **“Scheduled commercial Banks”**
23. **“Employer/Principal Employer”** means **Ministry of Health & Family Welfare, Government of India.**
24. **“NIT”** means **Notice Inviting Tender.** The word **“Notice Inviting Tenders”** is synonymous with **“Notice Inviting Bids”**.
25. **“ITB”** means **Instructions to Bidders**
26. **“PMSSY”** shall mean **Pradhan Mantri Swasthya Suraksha Yojana.**

NOTICE INVITING BIDS

GOVERNMENT OF INDIA MINISTRY OF HEALTH AND FAMILY WELFARE

Construction of Boundary Wall for Residential Complex (Balance Works) for AIIMS like Institution at Bhubaneswar under PMSSY.

1. HSCC invites Item rate tenders for and on behalf of the Ministry of Health & Family Welfare, Government of India from eligible contractors as per eligibility criteria laid down, for the work of Construction of Boundary Wall for Residential Complex (Balance Works) for AIIMS like Institution at Bhubaneswar under PMSSY.

1.1 The work is estimated to cost as given in Table - I. This estimate, however, is merely a rough guide. General Manager (Projects), HSCC (India) Ltd., E-6(A), Sector 1, Noida-201301 will deal with all the matters relating to invitation of tenders. Any clarification shall be sought from General Manager (Projects) HSCC (India) Ltd. on fax 0120-2542447.

1.2 The NIT and other details are also available on the Website <http://www.hsccltd.co.in>.

1.3 TABLE - I

| Name of Work | Estimated cost (Rs In Crore) | Period of Completion | Date of issue of tender document from | Last Date of submission (at HSCC Office Noida) | Bid Security (In Rs.) | Cost of Tender - (Tender Document Fee) (Rs.) |
|---|------------------------------|----------------------|---|--|-----------------------|--|
| Construction of Boundary Wall for Residential Complex (Balance Works) for AIIMS Like Institution at Bhubaneswar (Orissa) under PMSSY. | Rs. 2.10 Crores | 5 Months | 26.11.2012 to 07.12.2012 upto 13:00 hrs | 07.12.2012 upto 14:30 hrs Opening at 15:00 hrs. | Rs. 4.20 Lakhs | Rs.500/- |

1.3.1. Tenders will be issued to all intending Tenderers.

1.4 **Eligibility Criteria**

The Tenderer should meet the following minimum eligibility criteria:

- (a) Experience should be in the name of the bidding company and not in subsidiary/ associate company/ Group Company etc.
- (b) (i) Experience of having successfully completed works during the last 7 years ending last day of the month previous to the one in which applications are invited:

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) One Completed work of any nature (either part of (i) or a separate one) costing not less than the amount equal to 40% of the estimated cost with some Central/State Government Organisation/Central Autonomous Body/Central Public Sector Undertaking.

- (c) “**Similar Works**” shall mean any Civil Construction Project
- (d) The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to the last date of receipt of applications for tender.
- (e) **Turnover:** Average annual financial turnover on construction works should be at least 30% of the estimated cost during the immediate last Three consecutive financial year ending FY 2011-12. The turnover will be considered only for Bidding company and not for group company or subsidiary company etc.
- (f) **Profit / loss:** The Company should have a positive Net Worth and should have occurred loss in not more than Two years in last Five years ending FY 2011-12. This should be duly certified by the Chartered Account.
- (g) **Solvency Certificate:** Solvency of the amount equal to 40% of the estimated cost of the work.
- (h) Joint Ventures (JV)/ Consortium are not permitted.

- 1.5 The time allowed for carrying out the work will be as mentioned in Table of Mile Stone(s) from the date of start as defined in schedule ‘F’ or from the first date of handing over of the site, whichever is later, in accordance with the phasing/ milestones, indicated in the tender documents.

- 1.6 The site for the work is available.
- 1.7 Applications for issue of tenders shall be received upto 1200 hrs (12 PM) on 07.12.2012 and tender documents shall be issued by 1300 hrs (1 PM) on 07.12.2012.
- 1.8 Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be obtained from the office of the General Manager (Projects), HSCC (India) Ltd., E-6(A), Sector 1, Noida – UP – 201301 between hours of 1100 hrs & 1600 hrs from **26.11.2012 to 07.12.2012** everyday except Saturday, Sunday and Public Holidays (upto 1300 hrs on 07.12.2012) .
- 1.9 Tender documents, will be issued, during the hours specified above, on payment of Rs.500/- (including service tax) by Demand Draft in favor of “*HSCC (India) Ltd.*” payable at New Delhi as cost of tender.
- 1.10 Bid shall be accompanied with Earnest money in shape of demand draft of a scheduled bank issued in favour of “*HSCC (India) Ltd.*” payable at New Delhi or Bank Guarantee in favour of “*HSCC (India) Ltd.*” as per Form B, **having validity for six months or more from the last date of receipt of tenders or any extension thereof.****
- 1.11 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 placed in separate sealed envelopes, each marked as per clause 2.3.12 of ITB. All the envelopes shall be submitted together in another sealed envelope with the name of work and due date of opening written on envelope, which will be received upto 1430 hrs on **07.12.2012** and will be opened by him or his authorized representative in his office on the same day at 1500 hrs i.e. on 07.12.2012. The envelope marked “Technical Package Part-II” of only those tenderer, whose earnest money, placed in the other envelope, is found to be in order, shall be opened.
- 1.12 The Contractor whose tender is accepted, will be required to furnish performance guarantee 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of Bank Guarantee in favour of “*Pay and Accounts Officer, Secretariat, Ministry of Health and Family Welfare, Govt. of India, New Delhi*” as per Form C.
- 1.13 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.

1.14 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.

1.15 The description of the work is as follows:- The work involves Construction of Boundary Wall for Residential Complex (Balance Works) for AIIMS like Institution at Bhubaneswar under PMSSY. Further details can be seen at web site of the MoHFW/HSCC.

1.16 Copies of other drawings and documents pertaining to the works will be open for inspection by bidders at the office of General Manager (Projects), HSCC (India) Ltd., E-6(A), Sector 1, Noida – UP – 201301.

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 accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at its own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and 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 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 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 Ministry of Health and Family Welfare or in the Managerial cadre of HSCC and is directly dealing with the Project PMSSY. Any breach of this condition by the contractor would disqualify him from tendering.
- 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 **120** days from the date of **opening of tenders**. 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 HSCC/ MoHFW 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 and no time over run is acceptable. Only bidders who can deliver project in time only need to apply.
- 1.24.1 This tender provides strong incentive and disincentive clause as under:-
- (a) **Incentive:-**
In Case, the contractor completes the work ahead of schedule completion time, a bonus @ 1% (one per cent) of the Contract Price per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five per cent) of the Contract Price. The amount of bonus, if payable, shall be paid along with final bill after completion of work.
- (b) **Disincentive:-**
Likewise for delays upto 3 months, the penalty shall be @ 1% of the Contract Price per month of delay. For delays thereafter (4-6 months), the compensation shall be @ 2% of the Contract Price per month of delay, subject to a maximum limit of 10% of the Contract Price.
- 1.25 The work includes liaison with Revenue Inspector to ensure the correctness of the boundary line in accordance with the Mauza Map of AIIMS, Bhubaneswar.
- 1.26 Deleted

1.27 Registration/ Licence: The firm should have Works Contract Tax/VAT 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/MoH&FW/Employer/Client, as the case may be, against all penal action that may be levied/effected by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority. **An undertaking in this regard is required to be submitted by applicants alongwith 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 15 days from the stipulated date of start of the work, sign the contract consisting of :-

- a) The Notice Inviting Bids, all the documents including General Conditions of the Contract, Specific Conditions of Contract, Specifications, Bill of Quantities and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto including amendments, corrigendum etc. if any.
- b) 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 **IMPORTANT POINTS**

Contractor must not have been blacklisted/debarred/penalised by any government agency or Public Sector Undertaking or judicial authority/arbitration body.

1.31 **Bid document consists of :**

1.31.1 **Volume – I (Notice Inviting Bids (NIT), PQ Criteria& Instructions to Bidders (ITB))**

1.31.2 **Volume – II (General Conditions of Contract)**

1.31.3 Volume – III (Specific Conditions of Contract)

1.31.4 Volume – IV (Technical Specifications & Tender Drawings)

1.31.5 Volume – V (Bill of Quantities)

- 1.32 HSCC 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 for rejection of his tender.

Signatures of Authorized Representative of HSCC (India) Ltd.

General Manager (Projects)
For and on behalf of Ministry of Health & Family Welfare
Govt. of India

SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

2.0 Introduction:

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

The Project envisages setting up of a AIIMS at Bhubaneswar, Orissa as part of the PMSSY and this tender is for the Balance works for the Boundary Wall for Housing Complex for the AIIMS, Bhubaneswar..

2.1 Eligibility Criteria : As per Notice inviting Bids

2.2 Disqualification. *Even if a Contractor meets the eligibility criteria as, HSCC 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

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 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 General Manager (Projects), HSCC (India) Ltd., E-6(A), Sector 1, Noida – UP – 201301 in writing or by tele-fax at the mailing address indicated in Notice Inviting Bid. General Manager (Projects), HSCC (India) Ltd., will respond in writing to any request for clarification which is received within seven days of the first date of issue of the Tenders. Written copies of the General Manager (Projects), HSCC (India) Ltd.'s response (including an explanation on the query but without identifying the source of the inquiry) will be sent to all prospective Bidders to whom, the BID document has been issued and also uploaded on the HSCC website <http://www.hsccltd.co.in>. Only written communications/clarifications 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 amendment in the form of the addendum/ corrigendum will be sent to all prospective Bidders who have received the BID document, to arrive not later than 3 days prior to the original or extended deadline for the submission of the bids. This communication will be in writing or by tele-fax and the same shall be binding on the Bidders. Prospective Bidders should promptly acknowledge receipt of the addendum/ corrigendum by Tele-fax/courier to HSCC. The amendments would also be available on the website of HSCC website <http://www.hsccltd.co.in> . **The Bidders are strongly advised to regularly visit these websites 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/MoH&FW's website 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, Soil Condition 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/MoH&FW, 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 in two packages namely the Technical Package and the Financial Package, together further sealed in an outer envelope. The contents of the technical and financial package are as mentioned hereinafter ie. 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. Part –I shall comprise the following :
 - i. Form of Bid and Appendix (**Form A**) for the Bid
 - 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 (India) Ltd.” payable at New Delhi or Bank Guarantee in favour of “HSCC (India) Ltd.” as per Form B, having validity for six months or more from the last date of receipt of tenders or any extension thereof. The Bank guarantees should be irrevocable and operative for a period of six months or more from the last date of receipt of tenders or any extension thereof.
 - c. Bids not accompanied by EMD, shall be treated as non-responsive, and will be summarily rejected by the HSCC.
 - 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 of the Successful Bidder shall be adjusted first in the security deposit as per Clause 1A of Volume–II General Conditions of Contract.
 - f. 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. Tender document fee of Rs.500/- in form of Demand Draft in favour of HSCC (India) Ltd., payable at New Delhi/Noida (in case of bid documents downloaded from the websites)
 - iv. Certificate (**Form J**) (in case of bid documents downloaded from the websites)
- b. Part –II shall comprise the followings :
- i. Checklist for the enclosed documents as per the format attached (**Annexure I**)
 - ii. Format for Performance Security Bank Guarantee (**Form C**)
 - iii. Format for Contract Agreement (**Form D**)
 - iv. Power of attorney (**Form E**) in favour of the person signing the Bid
 - v. Litigation History (**Form G**)
 - vi. Affidavit by Bidder (**Form K**)
 - vii. Form “T-1” (Financial Information)
 - viii. Form “T-1-B”(Certificate from a Scheduled Bank)
 - ix. Form “T-2” (Details of works)
 - x. Form “T-3” (Project under execution of award)
 - xi. Form “T-4” (Performance Report of Works)
 - xii. Form “T-5” (Structure and Organization)
 - xiii. Form “T-6” (Details of Technical & Administrative personnel)
 - xiv. Form “T-7” (Details of Construction Plant for carrying out the work)

- xv. Initialed and Stamped Bid documents, as listed in Notice Inviting Bids excluding the Bill of Quantities (Volume –V) but including amendment(s)/addendum(s)/ Corrigendum(s) /Clarification(s) issued, if any.

2.3.7 **Contents of Financial Package**

- a. The financial package **VOLUME V- BILL OF QUANTITY** clearly labeled as “**FINANCIAL PACKAGE**” will contain the following:

i. **Financial Bid**

The financial package should be submitted, in a separate sealed envelope, These prices should include all costs associated with the Project including any out of pocket / mobilization expenses, taxes, charges, levies, cess, VAT, including Service tax etc. as applicable till the date of NIT. In case Government levies/modifies any tax subsequently the same will be adjusted plus/minus as the case may be.

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 I and II and financial package/ bid) shall be stamped and signed on all pages 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

The Bid shall be submitted in accordance with the procedure detailed herein. Specified documents shall be enclosed in envelope of appropriate size each of which shall be sealed.

- a. Each Bid will be submitted in two sets one marked “Original” and the other marked “Copy” (Copy should be the photocopy of ‘original’).
- (i) Envelope No. 1 : Clearly marked “Original/Copy-Technical Package Part I” shall contain the following :
 - a. Technical Package Part –I comprising the following :
 - i. Form of Bid and Appendix (**Form A**) for the Bid
 - ii. Bid Security, in original, as per the format attached (**Form B**),
 - iii. Tender document fee of Rs.500/- in form of Demand Draft in favour of HSCC (India) Ltd., payable at New Delhi/Noida (in case of bid documents downloaded from the websites)
 - iv. Certificate (**Form J**) (in case of bid documents downloaded from the websites)
 - (ii) Envelope No. 2 : Clearly marked “Original/Copy-Technical Package Part II” shall contain the following :
 - b. Technical Package Part –II comprising the following
 - i. Checklist for the enclosed documents as per the format attached (**Annexure I**)
 - ii. Format for Performance Security Bank Guarantee (**Form C**)
 - iii. Format for Contract Agreement (**Form D**)
 - iv. Power of attorney (**Form E**) in favour of the person signing the Bid
 - v. Litigation History (**Form G**)
 - vi. Affidavit by Bidder (**Form K**)
 - vii. Form “T-1” (Financial Information)
 - viii. Form “T-1-B”(Certificate from a Scheduled Bank)
 - ix. Form “T-2” (Details of works)
 - x. Form “T-3” (Project under execution)
 - xi. Form “T-4” (Performance Report of Works)
 - xii. Form “T-5” (Structure and Organization)

- xiii. Form “T-6” (Details of Technical & Administrative personnel)
 - xiv. Form “T-7” (Details of Construction Plant for carrying out the work)
 - xv. Initialed and Stamped Bid documents, as listed in Notice Inviting Bids excluding the Bill of Quantities (Volume–V) but including amendment(s)/addendum(s)/Corrigendum(s) /Clarification(s) issued, if any.
- (iii) Envelope No. 3 : Clearly marked “Original/Copy-Financial Bid” shall contain only the Bill of Quantities and rates/prices (Volume V).

The Bidder must fill up price against each item of BOQ (Volume V) both in words and figures in the blank spaces provided in the respective columns. The rates written in words shall prevail in case of any variation between the rates mentioned in figure and words.

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.

No rates to be quoted for the items where nil quantity is mentioned against that item. Indicating NIL quantity does not mean that this item will not be operated in the work. 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.

- b. All the above three envelopes shall be sealed in a fourth envelope and addressed to “**General Manager (Projects), HSCC (India) Ltd., E-6(A), Sector 1, Noida – 201301**”, duly super scribing on top “**Bid for Construction of Boundary Wall for Residential Complex (Balance Works) for AIIMS like Institution at Bhubaneswar under PMSSY.**” and date and time of opening of the Bid. The envelope should also bear the name and address of the Bidder.

2.3.13 Submission of Bids

**Bids should be submitted to:
General Manager (Projects),
HSCC (India) Ltd.,
E-6(A), Sector 1,
Noida – 201301**

- i. The last date for submission of completed Bids is given in Notice Inviting Bids. The HSCC may, at their discretion, extend this date, in which case all rights and obligations of the HSCC 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.

- ii. Bids 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 the Bid in time.
- iii. Bids 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.
- iv. **Modifications/ Substitution/ Withdrawal of Bids**
 - (a) No modification or substitution of the submitted Bid shall be allowed.
 - (b) A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by HSCC before the last date for submission of Bids. In case a Bidder wants to resubmit his Bid, he shall re-submit the Bid following all the applicable conditions. Re-submission will not be permitted more than once and till last date and time of submission as notified.
 - (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.
- v. **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.

vi. **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.

2.3.14 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. In case bids are signed by Managing Director/Partner/Proprietor himself, PoA is not required.

2.3.15 Bid Opening and Evaluation:

Bid Opening

- i. The Bids will be opened in the presence of Bidders or their authorized representatives who may choose to attend on date & time as mentioned in Notice Inviting 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 main Bid envelopes, it will be checked if they contain Technical & Financial Bids and EMD/ Bid Security as detailed above.
- v. The Envelope No.1 containing 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 & Tender Document Fee (in case of Tender Documents downloaded from website). 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, Tender Document Fee (in case of Tender Documents downloaded from website) and any other details as HSCC or their authorized representative, may consider appropriate will be announced at the time of Bid opening.
- vii. Envelope No.2 containing the Technical Package Part-II of only the bidders whose
 1. (i) Bid Securities
 2. (ii) Tender Document Fee(in case of Tender Documents downloaded from website)are found in order will be opened
- viii. Envelope No.3 containing the Financial Package of all bidders whose bids are found responsive after Technical evaluation will be opened at a later date.

2.3.16 Determination of Responsiveness

- i. Prior to the detailed evaluation of Bids, 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. is packed, signed, sealed and marked

- b. is accompanied by the power(s) of attorney if required
 - c. contains all the information as requested in the Bid Document
 - d. contains information in formats same/similar as those specified in this Bid Document
 - e. mentions the validity period of the offer
 - f. is accompanied by the Bid Security/ EMD,
 - g. conforms to all the terms, conditions and specifications of Tender without material deviation or reservation. "Deviation" may include exceptions and exclusions. A material deviation or reservation is one which affects, in any substantial way, the scope, quality, performance or administration of the works to be undertaken by the Bidder under the Contract, or which limits in any substantial way, HSCC/Client'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 the HSCC in this regard shall be final and binding. The financial Packages of non-responsive Bidders shall be returned unopened.

2.3.17 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.

2.3.18 Clarification of Bids

- i. Evaluation of technical Bids submitted by Bidders shall be undertaken based on details submitted therein only. Bidder shall not be allowed to submit on their own, additional information or material subsequent to the date of submission and such material / information, if submitted, will be disregarded. It is therefore essential that all details are submitted by the Bidder comprehensively, accurately and specifically in their technical Bid, avoiding vague answers. However, Evaluation Committee, if it so desires, reserves the right to seek any clarification from the Bidders on the

information provided in the technical package. The request for clarifications and the response shall be in writing, 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.

2.3.19 Process to be Confidential

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

2.3.20 Award of Contract

a. Award Criteria

HSCC, for and on behalf of the Employer 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.

b. Notification of Award

- i. Prior to the expiry of the period of Bid Validity, HSCC, for and on behalf of the Employer 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 on behalf of the Employer 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/MOH&FW from the unsuccessful Bidders.
- ii. The Letter of Award shall constitute a part of the Contract.
- iii. Upon submission of Performance Security by the Successful Bidder, HSCC will promptly notify the other Bidders and discharge / return their Bid securities.

c. Signing of Agreement

- i. HSCC 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 30 days from the date of issue of the Letter of Award the Successful Bidder will be required to execute the Contract Agreement.
- ii. Prior to the signing of the Contract Agreement, the Successful Bidder shall submit Performance Security.
- iii. The Contract Agreement shall be duly signed by HSCC (for and on behalf of MOH&FW) and the Contractor through their authorized signatories.
- iv. 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 Security, as the case may be, submitted by the Successful Bidder and either re-Bid or proceed in any manner that it may deem fit.

d. Performance Security

- i. The Successful Bidder shall furnish to HSCC , a bank guarantee for an amount of 5% of the total Contract Price, towards Performance Security in accordance with the provisions in the General Conditions of Contract and remaining 5% shall be retained from the running bills. The bank guarantee has to be from a scheduled commercial bank based in India. The format for bank guarantee shall be as per Form-C provided in Volume I of the Bid Document. The Performance Security shall be furnished within the time limit specified in Notice Inviting Bids.
- ii. The Bank Guarantee should be valid up to 6 (six) months beyond the Defects Liability Period.
- iii. Failure of the Successful Bidder to submit the required Performance Security shall constitute sufficient grounds for the annulment of decision to award the Contract and forfeiture of the Bid Security

e. Sub-contracting

- i. The Contractor shall not sub-contract the whole of the works. The Contractor shall not subcontract any part of the work without notifying and getting prior approval from the HSCC.
- ii. The Contractor shall be responsible for observance, by all sub-contractors, of all the provisions of the Contract Agreement. The Contractor shall be responsible for the acts or defaults of any sub-contractor, his representatives or employees, as fully as if they were the acts or defaults of the Successful Bidder, his representatives or employees. The Contractor shall provide to the Engineer, the details of all the sub contracts including terms and conditions of the contracts. The Contractor shall be solely responsible for the performance of the sub contractor and for making payments to the sub-contractor.

f. Defects Liability Period

- i. The Defects Liability Period shall be up to 12 months from the date of issue of taking over certificate.
- ii. The Contractor shall, at its own risk and cost, make good, any defects, complete any left over work as required by the HSCC/Employer/Client during defects liability period.

g. Ownership of the Designs and Drawings

- i. All copyright and other proprietary rights in the Works shall vest and stand assigned to HSCC and HSCC shall consequently own, absolutely and exclusively on a worldwide basis, the whole of property, rights, title and interest including all copyright in the Works, present or future, vested or contingent, generally and without limitation, for the whole term of the copyright, including the right to modify and/or make any alterations to the Works and all the above rights shall not lapse even if such rights are not exercised by HSCC during the terms of the copyright and the Contractor shall be required/obliged to execute any deeds/documents, as may be required or considered necessary, by HSCC to give effect to and secure the above mentioned rights of HSCC in the Works. For the purpose of this clause, the term “Works” shall include all “works” covered by the Copyright Act 1957 including the design of the Residential complex and all plans, sketches, design or artistic works created by the Contractor at the inception of, during the course of and until the completion of the Project and also includes any work created directly or indirectly in the performance of the obligations of the Contractor in connection with the Project.
- ii. The Contractor shall not use or allow any one to use these drawings, designs, documents and software without the prior written permission of HSCC and any such act without the permission of HSCC shall constitute violation of Intellectual Property Rights.
- iii. Even in the event of stoppage/cancellation of the selection process, all documents/designs/drawings submitted by the Bidders to the HSCC/MOH&FW on or before the cancellation of the selection process shall become the property of HSCC and the Bidders shall have no claim on such documents/design.

h. Right to modify the design

The HSCC shall have the right to modify the design prepared by the Contractor. The Contractor shall comply with any such instructions by the Engineer or HSCC and suitably modify the design and submit the same to HSCC for approval.

- i. HSCC/Client's right to accept any Bid and to reject any or all Bids**
- i. Notwithstanding anything above, HSCC reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders.
 - ii. HSCC reserves the right to cancel/annul the selection process, at any stage prior to the award of the Contract, in larger public interest, on account of the following:
 - a) in case no Bid/ a single Bid is received.
 - b) occurrence of any event due to which it is not possible to proceed with the selection process
 - c) an evidence of a possible collaboration/mischief on part of Bidders, impacting the competition and transparency of the selection process,
 - d) any other reason, which in the opinion of the HSCC/Client necessitates the cancellation of the selection process
 - iii. On occurrence of any such event, HSCC shall notify all the Bidders within 7 days of such decision. HSCC shall also promptly return the Bid Security submitted by the Bidders within 15 days of issue of such notice. HSCC is not obligated to provide any reason or clarification to any Bidder on this account. HSCC's liability under this clause is restricted to returning the Bid Security and no other reimbursements of costs/ expenses of any type shall be made by HSCC on this account.
 - iv. HSCC/ Client further reserves the right to re-Bid the process or get the work done by a Government agency or Quasi Government agency if the Client is of the opinion that the Bids received are not economically or otherwise feasible or not acceptable due to reasons in sub clauses (a) to (d) above.
 - j. *All amendments/ addendum shall be made available at HSCC website <http://www.hsccltd.co.in> . It will be the responsibility of the bidder to see the web site regularly and update. No separate press advertisement shall be made regarding the same.*

SECTION-III

SCOPE OF WORK

1. Bids are now invited for **Construction of Boundary Wall for Residential Complex (Balance Works) for AIIMS like Institution at Bhubaneswar under PMSSY.**
2. The work includes liaison with Revenue Inspector to ensure the correctness of the boundary line in accordance with the Mauza Map of AIIMS, Bhubaneswar.
3. The surveyed site plan and Master plan along with the report of geotechnical investigation are available and 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. Buildings as specified.
 - ii. The work includes liaison with Revenue Inspector to ensure the correctness of the boundary line in accordance with the Mauza Map of AIIMS, Bhubaneswar.
 - iii. 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.

5. Approvals Required

- The work includes liaison with Revenue Inspector to ensure the correctness of the boundary line in accordance with the Mauza Map of AIIMS, Bhubaneswar.

HSCC/Client may, at the written request of the Contractor, assist him in obtaining the approvals from relevant authorities. However any such request by the Contractor shall not bind the Client/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
- ii. The technical Bid shall be evaluated by the Evaluation Committee based on the qualification criteria laid down. 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 returned unopened
- 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 rates quoted in figures and the rates in words, the rates in words shall prevail.
- iv. All the financial Bids shall then be ranked according to the financial Bid in increasing order with the Bidder quoting the least amount ranked L1, Bidder quoting next higher figure as L2 and so on.
- v. L1 will be declared as Successful Bidder and his offer will be processed further.
- vi
 - (a) The financial bid of all eligible bidders shall be opened as decided by HSCC and the decision of HSCC will be final and binding.
 - (b) The date and time of opening of financial bids shall be decided by HSCC 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 1 (Envelope No.1)

| S.No | Name of Document | No. of sets to be submitted | Page No. |
|------|---|-----------------------------|----------|
| 1. | Form of Bid and Appendix thereof (Form A) | (Original) | |
| 2. | Bid Security (Form B) in separate sealed envelope | (Original & Copy) | |

TECHNICAL PACKAGE - Part 2 (Envelope No.2)

| S.No | Name of Document | No. of sets to be submitted | Page No. |
|------|--|-----------------------------|----------|
| 1. | Checklist for the enclosed documents as per the format attached (Annexure I) | (Original) | |
| 2. | Format for Performance Security Bank Guarantee (Form C) | (Original) | |
| 3. | Format for Contract Agreement (Form D) | (Original) | |
| 4. | Power of attorney (Form E) in favour of the person signing the Bid | (Original) | |
| 5. | Litigation History (Form G) | (Original) | |
| 6. | Affidavit by Bidder (Form K) | (Original) | |
| 7. | Form “ Form “T-1” (Financial Information) | (Original) | |
| 8. | Form “T-2” (Details of works) | (Original) | |
| 9. | Form “T-3” (Project under execution of award) | (Original) | |
| 10. | Form “T-4” (Performance Report of Works) | (Original) | |
| 11. | Form “T-5” (Structure and Organization) | (Original) | |
| 12. | Form “T-6” (Details of Technical & Administrative personnel) | (Original) | |
| 13. | Form “T-7” (Details of Construction Plant for carrying out the work) | (Original) | |
| 14. | Form T-8 Criteria for Evaluation of Performance | (Original) | |
| 15. | Initialed and Stamped Bid documents, as listed in Notice Inviting Bids excluding the Bill of Quantities (Volume –V) but including amendment(s)/addendum(s)/ Corrigendum(s) /Clarification(s) issued, if any. | (Original) | |
| 16. | Copies of Works Contract Tax/VAT Registration or undertaking in this regard as per clause 1.27 | (Original) | |
| 17. | Undertaking as per requirements of Clause 1.28 | (Original) | |

FINANCIAL PACKAGE (Envelope No.3) COMPRISING OF:

| S.No | Name of Document | No. of sets to be submitted | Page No. |
|------|---|-----------------------------|----------|
| 1. | Financial bid (Bill of Quantities – Volume-V) | (Original & Copy) | |

Form A-Form of Bid and Appendix

FORM OF BID

Name of the Work: **Construction of Boundary Wall for Residential Complex (Balance Works) for AIIMS like Institution at Bhubaneswar under PMSSY**

To,

**General Manager (Projects),
HSCC (India) Ltd.,
E-6(A), Sector 1,
Noida – 201301**

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 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 security 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 120 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, 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.....**2012**

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 (b) Amount of Security Deposit | As per Clause 1 of GCC As per Clause 1 A of GCC |
| ii | Date for commencement of work | 45 days from letter of award or 30 days after handing over of site which ever is later. |
| iii | Time for completion | 5 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 (b) Period of validity of Security Deposit | As per of GCC As per of GCC |

Signature

(Authorized Signatory)

Date

Name

Place

Address

.....

Form B**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

M/s HSCC (India) Ltd.,
Plot No. 6(A), Block E, 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 under take to pay the Consultant any money so demanded by the Consultant
notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or
proceedings pending before any Court or Tribunal relating thereto, our liability under this
present being absolute and 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 ____ days from the date of submission of Bid.

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

This deed of guarantee made this day of _____ between _____ (hereinafter called the "Bank") of the one part, and MINISTRY OF HEALTH & FAMILY WELFARE, GOVERNMENT OF INDIA (hereinafter called "MOH&FW") of the other part.

Whereas MINISTRY OF HEALTH & FAMILY WELFARE (MOH&FW), GOVERNMENT OF INDIA has awarded the Contract for **Construction of Boundary Wall for Residential Complex (Balance Works) for AIIMS like Institution at Bhubaneswar under PMSSY**, to _____ (Name of the Contractor)

AND WHEREAS the Contractor is bound by the said Contract to submit to MOH&FW a Performance Security for a total amount of Rs. _____ (Rupees _____ only) (Amount in figures and words).

1. Now we the undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee MOH&FW the full amount of Rs. _____ (Rupees _____ only) (Amount in figures and Words) as stated above.
2. After the Contractor has signed the afore mentioned Contract with MOH&FW, the Bank is engaged to pay MOH&FW, any amount up to and inclusive of the aforementioned full amount upon written order from MOH&FW to indemnify MOH&FW for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by MOH&FW immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to MOH&FW any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
3. This guarantee is valid till _____ (date to be mentioned) (six months beyond the end of expected Defects Liability Period or the extended period, thereof)

At any time during the period in which this guarantee is still valid, if MOH&FW agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 2, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by MOH&FW and at the cost of the Contractor.

4. The Guarantee shall be interpreted in accordance with the laws of India.
5. The Bank represents that this Bank Guarantee has been established in such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

- 6. This Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the Constitution of the guarantor Bank or of the Contractor.
- 7. The neglect or forbearance of MOH&FW in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by MOH&FW for the payment hereof shall in no way relieve the bank of their liability under this deed.
- 8. The expressions "MOH&FW", "the Bank" and "the Contractor" herein before used shall include their respective successors and assigns.

In witness whereof I/We of the bank have signed and sealed this guarantee on the ----- day of -
----- (Month) **2012** being herewith duly authorized.

For and on behalf of
The.....Bank.

Signature of authorized bank official

Name:
Designation:
Stamp/Seal of the Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named _____ in
the presence of :

Witness 1

Signature
Name
Address

Witness 2

Signature
Name
Address
.....

Form D**FORM OF AGREEMENT**

This Agreement made the _____ day of _____ 2012_____ between **Ministry of Health & Family Welfare, Govt. of India, New Delhi for the “Construction of Boundary Wall for Residential Complex (Balance Works) for AIIMS like Institution at Bhubaneswar under PMSSY (Pradhan Mantri Swasthya Suraksha Yojana)”** (hereinafter called "The Employer") represented by M/s HSCC (India) Limited; E-6(A), Sector-1, NOIDA (U.P)-201301 who enters into this Agreement of the one part and M/s (hereinafter called "The Contractor") of the other part.

Whereas the Employer is desirous that certain works should be executed by the Contractor, viz _____ ("the Works") and has accepted a Bid by the Contractor for the execution and completion of the works and the remedying of any defects therein.

Now this Agreement witnessed as follows :

1. In this Agreement words and expressions 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 construed as part of this Agreement, viz :
 - **Volume – I (NIT & Evaluation Criteria)**
 - **Volume- II (GCC) - General Conditions of Contract**
 - **Volume – III (SCC) - Specific Condition of Contract**
 - **Volume – IV Technical Specifications & Tender Drawings**
 - **Volume - V (Financial bid and Bill of Quantities)**
 - **All the correspondence till award of contract i.e. addendum, LOA, Amendment, etc. Technical and Financial bids submitted by bidder.**

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or only such other sums as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

Signed, Sealed, and Delivered by the Said

Binding Signature of [HSCC] for and on behalf of Part (A)- M/s Ministry of Health & Family Welfare, New Delhi

Binding Signature of Contractor

In the presence of

Witness (1) :

Witness (2) :

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 HSCC (India) Ltd.,
 representing us in all matters before HSCC (India) Ltd., and generally dealing with
 HSCC (India) Ltd. 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.

ANNEXURE – J

Bidders submitting their bids using tender documents downloaded from the websites mentioned above should enclose the tender document fee in the form prescribe above in Envelope no.1 of their bids along with Certificate as per format given at ANNEXURE-J of this Volume I of the tender documents failing which the bid shall be rejected.

CERTIFICATE

(Only for bidders using tender documents downloaded from website)

We certify that the tender documents (Volume I, II, III, IV, V & VI) submitted by us along with our bid for _____(tender no.)_____ (name of work)_____ are downloaded from HSCC website (www.hsccltd.com) and is same in content and form (verbatim).

We also undertake that any deviation, if detected at any stage, would entitle MH&FW/HSCC to reject our bid/tender/offer and take suitable penal action against us. In any such an eventuality, the decision of MOH&FW/HSCC shall final and the same would be legally binding on us.

Signature & seal of the Tenderer

Form K

AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that our firm M/s _____ have neither abandoned any contract awarded to us nor such works have been rescinded, during the last five years prior to the date of this application.
3. The undersigned hereby authorize (s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Client.

Signed by an Authorised Officer of the Firm

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 31.03.2012

| Financial Year | Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet |
|---|---|
| 2009-2010 | Rs. |
| 2010-2011 | Rs. |
| 2011-2012 | Rs. |
| Average Annual Turnover over the past three years | Rs. |

- ii) **Profit / Loss** for last Five years ending 31.03.2012

| Financial Information in Rs. Equivalent | For year 2007-2008 | For year 2008-2009 | For year 2009-10 | For year 2010-11 | For year 2011-12 |
|---|--------------------|--------------------|------------------|------------------|------------------|
| 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 LAST DAY OF THE MONTH
PREVIOUS TO THE ONE IN WHICH THE BIDS ARE INVITED

| 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 - 3'**PROJECT UNDER EXECUTION OR AWARDED**

| Sl.No | Name of Work/ Project & location | Owner of sponsoring Organization | Cost of Work | Date of Commencement As per contract | Stipulated Date of completion | Uptodate Percentage Progress of work | Slow Progress, If any, & reasons thereof | Name & address/ Telephone No. of officer to whom reference may be made | Remarks |
|-------|----------------------------------|----------------------------------|--------------|--------------------------------------|-------------------------------|--------------------------------------|--|--|---------|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) |
| | | | | | | | | | |

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

Signature of Applicant

FORM 'T - 4'**PERFORMANCE REPORT OF WORKS
REFERRED TO IN FORM "T-2" TO "T-3"**

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

Contd... 2

Form' T – 5'

| | | |
|-----|--|--|
| 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 - 6'

**DETAILS OF TECHNICAL & ADMINISTRATIVE
PERSONNEL TO BE EMPLOYED FOR THE WORK**

| Sl. No | Designation | Total Number | Number Available For this Work | Name | Qualification | Professional experience and details of work carried out | How these would be involved in this work | Remarks |
|---------------|--------------------|-------------------------|---|-------------|----------------------|--|---|----------------|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) |
| | | | | | | | | |

Signature of Applicant

FORM 'T - 7'**DETAILS OF CONSTRUCTION PLANT AND EQUIPMENT LIKELY TO BE USED IN CARRYING OUT THE WORK**

| Sl.No. | Name of Equipment | Nos. | Capacity of Type | Age | Condition | Ownership Status | | | Current Location | Remarks |
|------------------------------------|-------------------|------|------------------|-----|-----------|------------------|--------|-----------------|------------------|---------|
| | | | | | | Presently owned | Leased | To be Purchased | | |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) | (11) |
| Earth Moving Equipment : | | | | | | | | | | |
| 1. Excavator (various sizes) | | | | | | | | | | |
| Equipment of concrete work | | | | | | | | | | |
| 1. Concrete batching plant | | | | | | | | | | |
| 2. Concrete pump | | | | | | | | | | |
| 3. Concrete transit mixer | | | | | | | | | | |
| 4. Concrete mixer (diesel) | | | | | | | | | | |
| 5. Concrete mixer (electrical) | | | | | | | | | | |
| 6. Needle vibrator (electrical) | | | | | | | | | | |
| 7. Needle vibrator (petrol) | | | | | | | | | | |
| Equipment for building work | | | | | | | | | | |
| 1. Block making machine | | | | | | | | | | |
| 2. Bar bending machine | | | | | | | | | | |
| 3. Bar cutting machine | | | | | | | | | | |
| 4. Welding generators | | | | | | | | | | |
| 5. Welding transformers | | | | | | | | | | |
| 6. M.S. Pipes | | | | | | | | | | |
| 7. Steel Shuttering | | | | | | | | | | |
| Dewatering equipment | | | | | | | | | | |
| 1. Pump (diesel) | | | | | | | | | | |
| 2. Pump (electric) | | | | | | | | | | |

(Signature of Bidder)

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

| Attributes | | Evaluation | |
|-------------------|---|---|---------------------|
| (a) | Financial strength (20 marks) | 60% marks for minimum eligibility criteria | |
| | (i) Average annual Turnover 16 marks | 100% marks for twice the minimum eligibility criteria or more | |
| | (ii) Solvency Certificate 4 marks | In between (i) & (ii) – on pro-rata basis | |
| (b) | Experience in similar Class of works (20 marks) | 60% marks for minimum eligibility criteria | |
| | | 100% marks for twice the minimum eligibility criteria or more | |
| | | In between (i) & (ii) – on pro-rata basis | |
| (c) | Performance on works (time over run) (20 marks) | | |
| | Parameter | Calculation For points | Score |
| | | | Maximum Marks |
| | | If TOR = | 1.0 1.50 2.00 >2.50 |
| | (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 |
| | | | 20 |

TOR = AT/ST, where AT= Actual Time; ST=Stipulated Time.

Note: Marks for value in between the stages indicated above is to be determined by straight line variation basis.

| | |
|-----|---|
| (d) | Performance of works (Quality) (15 marks) |
| | Very Good 15 |
| | Good 10 |
| | Fair 5 |
| | Poor 0 |

The bidders qualifying the initial criteria as set out in para 1.4 may be evaluated for following criteria by scoring method on the basis of details furnished by them.

| | |
|--|------------------|
| (a) Financial strength (Form 'T-1' & 'T-1 B') – | Maximum 20 marks |
| (b) Experience in similar nature of work during last five years (Form 'T-2') | Maximum 20 marks |
| (c) Performance on works (Form 'T-4') – Time over run | Maximum 20 marks |
| (d) Performance on works (Form 'T-4') – Quality | Maximum 15 marks |
| Total - | 75 marks |

END OF VOLUME - I