

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

TENDER

FOR

**Construction of Guru Tegh Bahadur Diagnostic
Centre at Government Medical College, Amritsar
under PMSSY**

VOLUME – I

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

MAY 2011



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

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Tender No. MoHFW/HSCC/PMSSY/ASR/GTB/2011

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 Guru Tegh Bahadur Diagnostic Centre at Government Medical College, Amritsar 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/MoH&FW 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.

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)

INVITATION FOR TENDER

02.05.2011

Director (PMSSY), Ministry of Health & Family Welfare, Govt. of India, New Delhi on behalf of President of Union of India intends to invite tender from eligible contractors/firms for the following work under Pradhan Mantri Swasthya Suraksha Yojna (PMSSY)

Tender No.	Name & description of work	Estimated cost (Rs.)	Completion period of work (calendar months)	Date of issue of tender document from	Last Date of submission (at HSCC Office Noida)	Bid security amount (In Rs.)
MoHFW/HSCC/PMSSY/Tanda/SSB/2011	"Construction of Super Speciality Block at Dr. Rajendra Prasad Government Medical College, Kangra at Tanda under PMSSY"	35.11 Crores	18 months	05.05.11 to 26.05.11 upto 13:00 hrs.	26.05.11 upto 15:00 hrs. opening at 15:30 hrs.	45.11 Lakhs
MoHFW/HSCC/PMSSY/ASR/GTB/2011	"Construction of Guru Tegh Bahadur Diagnostic Centre at Government Medical College, Amritsar under PMSSY"	24.63 Crores	18 months	06.05.11 to 27.05.11 upto 13:00 hrs.	27.05.11 upto 15:00 hrs. opening at 15:30 hrs.	34.63 Lakhs

Complete set of Tender Documents comprising Volume-I, II, III, IV & V (except volume VI tender drawing) has been made available at HSCC website www.hsccltd.co.in and MOH&FW website www.mohfw.nic.in. The interested applicant contractors/firms may check their eligibility for the tender. Interested applicants/firms may also see the complete set of tender documents which have been kept at dispatch counter of HSCC Corporate office at E-6(A), Sector-1, Noida (U.P.), Pin: 201301.

Interested applicant contractors/firms should purchase the complete set of tender documents comprising of Vol I, II, III, IV, V and VI in person from the office of HSCC (I) Ltd, Noida on any working day as mentioned above on written request mentioning the name & description of work against a non refundable fee of Rs.25,000/- (Rs. Twenty Five Thousand only) for each work through demand draft in favour of *Pay and Accounts Officer, Secretariat, Ministry of Health and Family Welfare, Govt.of India, New Delhi*. Interested applicant contractors/firms may like to attend the pre bid meeting which will be held at 11:00 hrs at Corporate Office of HSCC (India) Ltd. on 13.05.2011 for Tanda Work and 16.05.2011 for Amritsar Work.

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

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

Director(PMSSY)
Ministry of Health & Family Welfare, Govt. of India

Definitions

1. **“Application”** shall mean the response submitted by interested parties.
2. **“BID/Tender”** shall mean documents issued by MoH&FW/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 Chief General Manager (Civil), 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 MoH&FW/HSCC for the evaluation of the bids.
 13. **“HSCC”** shall mean HSCC (India) Ltd., having its Corporate Office at E6(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 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 Guru Tegh Bahadur Diagnostic Centre at Government Medical College, Amritsar 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 Guru Tegh Bahadur Diagnostic Centre at Government Medical College, Amritsar under PMSSY

1. Item rate tenders are invited on behalf of the President of India from eligible contractors as per eligibility criteria laid down, for the work of Construction of Guru Tegh Bahadur Diagnostic Centre at Government Medical College, Amritsar under PMSSY.

1.1 The work is estimated to cost as given in Table - I. This estimate, however, is merely a rough guide. Director (PMSSY), Ministry of Health & Family Welfare, Nirman Bhavan, New Delhi will deal with all the matters relating to invitation of tenders. Any clarification shall be sought from Director on Tele-Fax 011-23061120. The NIT and other details are also available on the Website <http://www.mohfw.nic.in> and/or <http://www.hsccltd.co.in>.

1.2 Pre bid conference will held on **16.05.2011** at 11 am in the office of HSCC (India) Ltd., E-6(A), Sector 1, Noida – 201301 or any other venue as decided in future for which intimation will be published on web site. Chief General Manager (Civil), HSCC (India) Ltd. may also be contacted in this regard.

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 (Rs. In Lakhs)	Cost of Tender (Tender Document Fee) (Rs.)
Construction of Guru Tegh Bahadur Diagnostic Centre at Government Medical College, Amritsar under PMSSY	Rs.24.63 crores	18 calendar months	06.05.11 to 27.05.11 upto 13:00 hrs.	27.05.11 upto 15:00 hrs. opening at 15:30 hrs.	Rs.34.63 lakhs (Rs.Thirty Four Lakhs Sixty Three Thousand Only)	Rs.25,000/-

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) The tenderers must be in existence as a contracting firm at least since last 7 years ending last day of the month previous to the one in which applications are invited.
- (b) Experience should be in the name of the bidding company and not in subsidiary/ associate company/ Group Company etc.
- (c) (i) Experience of having successfully completed works during the last 5 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.
- (d) **“Similar Works”** shall mean a Project comprising Construction of any multistoried RCC framed structure and height more than 15 metres above ground level or any Multistoried RCC framed structure with minimum four storeyed above ground level including internal & external services like plumbing, electrical & HVAC etc. In case the bidder does not have the experience of major specialized works like plumbing, HVAC, electrical, etc., such specialized works shall be carried out by specialized agencies as detailed in Clause 1.26 of this NIT. Bidder should either himself meet the eligibility conditions for the respective E&M components including internal Electrical works or otherwise he will have to associate a specialized agency of appropriate class meeting the eligibility requirements as per CPWD norms eligible to bid for these respective components individually. For lifts, associated agency shall be from category “A” as per approved list by CPWD.
- (e) 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.

- (f) **Turnover:** Average annual financial turnover on construction works should be at least 50% of the estimated cost during the immediate last Three consecutive financial year. The turnover will be considered only for Bidding company and not for group company or subsidiary company etc.
- (g) **Profit / loss:** The Company should have positive Net Worth and should have occurred loss in not more than Two years in last Five years ending FY 2009-10 duly certified by the Chartered Account.
- (h) **Solvency Certificate:** Solvency of the amount equal to 40% of the estimated cost of the work.
- (i) The bidding capacity of the contractor should be equal to or more than the estimated cost of the work. The bidding capacity shall be worked out by the formula:

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

Where

- A= Maximum Value of construction works executed in any one year during the last 7 years taking in to account the completed as well as work in progress.
- N= Number of years prescribed for completion of work for which bids has been invited.
- B= Value of existing commitments and on going works to be completed during the period of completion of work for which bids have been invited.

- (j) 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 27.05.2011 and tender documents shall be issued by 1300 hrs (1 PM) on 27.05.2011.
- 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 Chief General Manager (Civil), HSCC (India) Ltd., E-6(A), Sector 1, Noida – UP – 201301 between hours of 1100 hrs & 1600 hrs from **06.05.2011 to 27.05.2011** everyday except Saturday, Sunday and Public Holidays (upto 1300 hrs on 27.05.2011) . Tender documents, will be issued, during the hours specified above, on payment of Rs.25000/- (including service tax) by Demand Draft in favor of "*Pay and Accounts Officer, Secretariat, Ministry of Health and Family Welfare, Govt. of India, New Delhi*" payable at New Delhi as cost of tender.

- 1.9 Pre bid conference will held on **16.05.2011** at 1100 hrs in the office of HSCC (India) Ltd., E-6(A), Sector 1, Noida – 201301 or any other venue as decided in future for which intimation will be published on web site. Chief General Manager (Civil), HSCC (India) Ltd. may also be contacted in this regard.
- 1.10 Bid shall be accompanied with Earnest money in shape of demand draft of a scheduled bank issued in favour of *“Pay and Accounts Officer, Secretariat, Ministry of Health and Family Welfare, Govt. of India, New Delhi”* payable at New Delhi or Bank Guarantee in favour of *“Ministry of Health and Family Welfare, Govt. of India, New Delhi”* 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 1500 hrs on **27.05.2011** and will be opened by him or his authorized representative in his office on the same day at 1530 hrs i.e. on 27.05.2011. The envelope marked *“Technical Package Part-II”* of only those tenderer shall be opened, whose earnest money, placed in the other envelope, is found to be in order.
- 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 Client/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 Guru Tegh Bahadur Diagnostic Centre at Government Medical College, Amritsar 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 Chief General Manager (Civil), 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 on behalf of the President of India does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
- 1.19 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 1.20 The competent authority on behalf of President of India 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 Government 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 tendered value 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 tendered value. 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 may be 1% per month. For delays thereafter (4-6 months), the compensation shall be 2% per month, subject to a maximum limit of 10%.

1.25 The work includes a number of specialized Electrical/ Mechanical/ Electronic/ Medical Engineering services to be executed as integral parts of the project by engaging Specialized agencies as provided for in CPWD works Manual 2007.

Some of the Specialized Services are:-

- HVAC/air conditioning
- Internal and external Electrification
- Lifts
- Comprehensive fire Protection System
- CCTV and Security System
- Solar Panel
- Laundry Equipment
- Kitchen Equipment
- Medical Gas System
- CSSD
- Incinerator
- Boiler
- Mortuary
- Central Hot Water Supply

- EPABX/ Communication System
- LAN system
- Dish Antenna/ TV Cablling
- Auditorium : Special Lights, Stage Lights, Projector system, Sound System
- STP/ WTP
- Water Supply for site

1.26 This being a composite tender, the Bidder must associate with himself agencies otherwise eligible to tender for other components individually including specialized services for which an affidavit/undertaking as per format enclosed at Form H should be submitted along with the Technical Bid.

1.27 Registration/ Licence: The firm should have 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/effectuated by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority. **An undertaking in this regard is required to be submitted by applicants 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 MoHFW 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)**
 - 1.31.5 **Volume – V (Bill of Quantities)**
 - 1.31.6 **Volume – VI (Tender Drawings)**
- 1.32 MoH&FW 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 MoH&FW for rejection of his tender.

Signatures of Authorized Representative of Ministry of Health and Family Welfare

Director (PMSSY) to Government of India
For & on behalf of President 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 also envisages Upgradation of existing medical institutions. Government Medical College, Amritsar, Punjab is also being upgraded as part of this Project.

These Institutions will provide leadership in the area of medical and nursing education, biomedical research and in the application of sophisticated medical technology to patient care and at affordable cost.

2.1 Eligibility Criteria : As per Notice inviting Bids

2.2 Disqualification Even if a Contractor meets the eligibility criteria as, MOH&FW 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 MOH&FW 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/MoH&FW 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 Chief General Manager (Civil), 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. Chief General Manager (Civil), 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 Chief General Manager (Civil), 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 has been issued and also uploaded on the MoHFW Website <http://www.mohfw.nic.in> and 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, MoH&FW / 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 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, 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 client. The amendments would also be available on the website of MOH&FW <http://www.mohfw.nic.in> and HSCC <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 MOH&FW may, at its discretion, extend the deadline for the submission of Bids.
- iv. The above information will only be placed on MoH&FW's/HSCC 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 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 the Client, including availability of electricity, water and drainage, where applicable.

MOH&FW/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 ‘Pay and Accounts Officer, Ministry of Health and Family Welfare, New Delhi’ payable at New Delhi or Bank Guarantee in favour of ‘Ministry of Health and Family Welfare, New Delhi’ 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/MOH&FW.
 - d. The Bid securities of unsuccessful Bidders shall be discharged/ returned by MOH&FW 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.
- 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 for engaging specialized agencies (**Form H**)
 - vii. Affidavit by Bidder (**Form K**)
 - viii. Form “T-1” (Financial Information)
 - ix. Form “T-1-B”(Certificate from a Scheduled Bank)

- x. Form “T-2” (Details of works)
- xi. Form “T-3” (Project under execution of award)
- xii. Form “T-4” (Performance Report of Works)
- xiii. Form “T-5” (Structure and Organization)
- xiv. Form “T-6” (Details of Technical & Administrative personnel)
- xv. Form “T-7” (Details of Construction Plant for carrying out the work)
- xvi. 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, MOH&FW/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 MOH&FW/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**),
 - (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 for engaging specialized agencies (**Form H**)
 - vii. Affidavit by Bidder (**Form K**)
 - viii. Form “T-1” (Financial Information)
 - ix. Form “T-1-B”(Certificate from a Scheduled Bank)
 - x. Form “T-2” (Details of works)
 - xi. Form “T-3” (Project under execution)

- xii. Form “T-4” (Performance Report of Works)
- xiii. Form “T-5” (Structure and Organization)
- xiv. Form “T-6” (Details of Technical & Administrative personnel)
- xv. Form “T-7” (Details of Construction Plant for carrying out the work)
- xvi. Initialed and Stamped Bid documents, as listed in Notice Inviting Bids excluding the Bill of Quantities (Volume –IV) 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 IV).

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 “**Director (PMSSY), Ministry of Health & Family Welfare, c/o Chief General Manager (Civil), HSCC (India) Ltd., E-6(A), Sector 1, Noida – 201301**”, duly super scribing on top “**Bid for Construction of Guru Tegh Bahadur Diagnostic Centre at Government Medical College, Amritsar 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:

**Director(PMSSY), Ministry of Health & Family Welfare,
c/o Chief General Manager (Civil),
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 MOH&FW may, at their discretion, extend this date, in which case

all rights and obligations of the MOH&FW 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. MOH&FW/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 MOH&FW/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 in case both are same then only withdrawal will be considered .
- 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. MOH&FW 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 MOH&FW 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. If the documents do not meet the requirements of the Tender, a note will be recorded.
- vi. The Bidders name, the presence or absence of the requisite Bid Security and any other details as MOH&FW 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 Bid Securities 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, MOH&FW/HSCC will determine whether each Bid is responsive to the requirements of BID
- 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, 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 MOH&FW. The decision of the MOH&FW 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. MOH&FW/HSCC would examine and evaluate responsive Bids, as per the criteria set out in this document at Section IV Evaluation Process
- ii. MOH&FW 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 MOH&FW/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 the Bid.

2.3.20 Award of Contract

a. Award Criteria

MOH&FW or its assignees or any agency appointed by them 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, MOH&FW 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 MOH&FW 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 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, MOH&FW/HSCC will promptly notify the other Bidders and discharge / return their Bid securities.

c. Signing of Agreement

- i. MOH&FW 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 MOH&FW or its assignees or any agency appointed by them and Contractor through their authorized signatories.
- iv. In case the Successful Bidder does not sign the Contract Agreement, MOH&FW 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 MOH&FW or its assignees or any agency appointed by them, towards Performance Security, a bank guarantee for an amount of 5% of the total Contract Price, 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 this BID. 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 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 MOH&FW and MOH&FW 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 MOH&FW 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 MOH&FW to give effect to and secure the above mentioned rights of MOH&FW 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 housing 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 the Client and any such act without the permission of the Client 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 the Client and the Bidders shall have no claim on such documents/design.

h. Right to modify the design

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

i. Client's right to accept any Bid and to reject any or all Bids

- i. Notwithstanding anything above, MOH&FW 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.

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- ii. MOH&FW 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 Client necessitates the cancellation of the selection process
- iii. On occurrence of any such event, MOH&FW/HSCC shall notify all the Bidders within 7 days of such decision. MOH&FW/HSCC shall also promptly return the Bid Security submitted by the Bidders within 15 days of issue of such notice. MOH&FW is not obligated to provide any reason or clarification to any Bidder on this account. MOH&FW's/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 the Client on this account.
- iv. The 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 MoHFW website <http://www.mohfw.nic.in> and HSCC Web site <http://www.hsccltd.co.in>. It will be the responsibility of the bidder to see the web site regularly and update.

SECTION-III

SCOPE OF WORK

1. Bids are now invited for **Construction of Guru Tegh Bahadur Diagnostic Centre at Government Medical College, Amritsar under PMSSY** including electrical, HVAC/airconditioning/fire-fighting and other works.
2. Detailed engineering design including architectural design, structural design, design for all services, landscaping design, electrical services design & drawings, internal telecommunication and networking, fire detection and protection systems design (where required) & drawings and design & drawings for water supply & PHE etc will be supplied by the client or agency nominated by the client.
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. Internal and external services as per drawings
 - iii. Getting all approvals / permissions / planning permits of the statutory / local / governmental agencies as required incidental to construction/ completion.
 - iv. 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.
 - v. Preparation of specifications and vendor list (in case not already provided) for all equipment wherever necessary and called upon to do so and getting these approved from client.
 - vi. Obtaining occupancy certificate and related NOC's from statutory/ local/governmental agencies. Statutory payment on this account will be reimbursed by the client at actual.

5. Approvals Required

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

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

- Construction Permit if required
- NOC from Chief Fire Officer
- NOC from Lift Inspector where lifts are provided

- Occupancy certificate

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 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 I-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. MOH&FW/HSCC shall notify all the technically qualified Bidders of their technical qualification indicating the date, time and venue for opening of financial Bids.

4.3 *Stage II-Financial Evaluation*

- i. Evaluation Committee shall open the financial Bid of the technically qualified Bidders in the presence of the Bidders/their authorized representative, who choose to attend, at the scheduled date and time.
- ii. On opening the financial Bids, the Evaluation Committee shall read out the financial Bid to all the Bidders and note the same.
- iii. The Evaluation Committee shall correct arithmetic errors, if any and sign the same. If any discrepancy is found between the amount in figures and the amount in words, the amount 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 client and the decision of client will be final and binding.
(b) The date and time of opening of financial bids shall be decided by the client which will be intimated at an appropriate time

4.4 Letter of Award:

The Successful Bidder would be notified in writing by MOH&FW 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 & Copy)	
2.	Format for Performance Security Bank Guarantee (Form C)	(Original & Copy)	
3.	Format for Contract Agreement (Form D)	(Original & Copy)	
4.	Power of attorney (Form E) in favour of the person signing the Bid	(Original & Copy)	
5.	Litigation History (Form G)	(Original & Copy)	
6.	Affidavit for engaging specialized agencies (Form H)	(Original & Copy)	
7.	Affidavit by Bidder (Form K)	(Original & Copy)	
8.	Form “ Form “T-1” (Financial Information)	(Original & Copy)	
9.	Form “T-2” (Details of works)	(Original & Copy)	
10.	Form “T-3” (Project under execution of award)	(Original & Copy)	
11.	Form “T-4” (Performance Report of Works)	(Original & Copy)	
12.	Form “T-5” (Structure and Organization)	(Original & Copy)	
13.	Form “T-6” (Details of Technical & Administrative personnel)	(Original & Copy)	
14.	Form “T-7” (Details of Construction Plant for carrying out the work)	(Original & Copy)	
15.	Form T-8 Criteria for Evaluation of Performance	(Original & Copy)	
16.	Initialed and Stamped Bid documents, as listed in Notice Inviting Bids excluding the Bill of Quantities (Volume –IV) but including amendment(s)/addendum(s)/ Corrigendum(s) /Clarification(s) issued, if any.	(Original)	
17.	Copies of Works Contract Tax/VAT Registration or undertaking in this regard as per clause 1.27	(Original & Copy)	
18.	Undertaking as per requirements of Clause 1.28	(Original & Copy)	

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 -IV)	(Original & Copy)	

Form A-Form of Bid and Appendix

FORM OF BID

Name of the Work: **Construction of Guru Tegh Bahadur Diagnostic Centre at Government Medical College, Amritsar under PMSSY**

To

**Director(PMSSY), Ministry of Health & Family Welfare,
c/o Chief General Manager (Civil),
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 MOH&FW/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 MOH&FW, 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.....**2011**

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	18 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**

KNOW ALL MEN by these presents that we
 (Name of Bank) having our registered office at (Name of country)
 (hereinafter called “the Bank”) are bound unto “**Ministry of Health and Family Welfare, New Delhi**”, in the sum of **Rs.** _____ for which payment will and truly to be made to the said MoH&FW, the bank binds itself, its successors and assigns by these presents.

WHEREAS.....(Name of Bidder) (hereinafter called “the Bidder”) has submitted its Bid dated _____ for **Construction of Guru Tegh Bahadur Diagnostic Centre at Government Medical College, Amritsar under PMSSY.**

AND WHEREAS the Bidder is required to furnish a bank guarantee for the sum of **Rs.** _____ (Rupees _____ Only) as Bid Security against the Bidder’s offer as aforesaid.

AND WHEREAS _____(Name of Bank) have, at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

1. We further agree as follows :

- 1.1 That client may without affecting this guarantee grant time or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said Bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between client and the Bidder.
- 1.2 That the guarantee herein before contained shall not be affected by any change in the constitution of our bank or in the constitution of the Bidder.
- 1.3 That any account settled between client and the Bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- 1.4 That this guarantee commences from the date hereof and shall remain in force till _____ (date to be filled up)

- 1.5 That the expression 'the Bidder' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.
2. The conditions of this obligation are :
- a) if the Bidder withdraws his Bid during the period of Bid Validity, or
 - b) if the Bidder does not accept the correction of his Bid Price as corrected by the evaluation committee
 - c) if the Bidder having been notified of the acceptance of his Bid by client during the period of Bid Validity :
 - i. fails or refuses to furnish the required Performance Security for the amount equal to 5% of the Contract price and/ or
 - ii. fails or refuses to enter into a Contract within 30 days of issue of Letter of Award by MOH&FW

We undertake to pay to client up to the above amount upon receipt of his first written demand, without client having to substantiate his demand provided that in his demand client will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

	Signature of Authorized Official of the Bank
Signature of the witness	Name of Official Designation
Name of the Witness	Stamp/Seal of the Bank
Address of the Witness	

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 Guru Tegh Bahadur Diagnostic Centre at Government Medical College, Amritsar 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) **2011** 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 CONTRACT AGREEMENT**

This agreement is made at **New Delhi** on the ---- day of ----- 2011 between President of India acting through _____, Ministry of Health and Family Welfare (MoH&FW), Government of India having its office at Nirman Bhavan, New Delhi (hereinafter called “Client” which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part.**

Second Part

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

Whereas MOH&FW is desirous that certain works should be executed, for **Construction of Guru Tegh Bahadur Diagnostic Centre at Government Medical College, Amritsar under PMSSY** hereinafter called the “The Project” and has accepted a Tender submitted by the contractor for the execution and completion of such works as well as guarantee of such works and the remedying of defects therein. NOW THIS AGREEMENT WITNESSTH as follows:

In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

The following documents shall be deemed to form and be read and constructed as part of this agreement Viz.

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

3. In consideration of the payment to be made by MOH&FW to the Contractor as hereinafter mentioned, the Contractor hereby covenants with MOH&FW to executed and complete the Project by ----- and remedy and defects therein in conformity in all respects with the provisions of the Contract.
4. MOH&FW hereby covenants to pay the Contractor in consideration of the execution and completion of the Project and the remedying of defects therein, the total Contract Price of Rs. -----
----- only) being the sum stated in the later of Award (LOA) subject to

such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. OBLIGATION OF THE CONTRACTOR

The Contractor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The contractor shall keep MOH&FW fully indemnified against liability of tax, interest, penalty etc, of the Contractor in respect thereof, which may arise.

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

For and on behalf of the Contractor

For and on behalf of the President
of India

Signature of the authorized official

Signature of the authorized official

Name of the Contractor

Name of the official

Stamp / Seal of the Contractor

Stamp / Seal

SIGNED, SEALED AND DELIVERED

By the said

on behalf of the Contractor:

in the presence of:

Witness _____

Name _____

Address _____

By the Said

on behalf of the President of India

in the Presence of

Witness _____

Name _____

Address _____

Form E

Format for Power of Attorney for authorized signatory

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

Know all men by these presents, We
(Name of the Tenderer and address of their registered office) do hereby constitute, appoint and authorize Mr / Ms.....(name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of
.....

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

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

FORM G

Litigation History
(On letterhead of the applicant)

Name of Applicant

Applicants should provide information on any history of litigation or arbitration resulting from Contracts executed (including as partners of a joint venture) in the last five years or currently under execution.

Year	Award FOR or AGAINST Applicant	Name of Client, cause of litigation and matter in dispute	Disputed amount (current value in INR)	Actual Awarded Amount (in INR)

FORM - H**UNDERTAKING**

We do hereby undertake to engage a specialised agency after approval of HSCC (India) Ltd. for undertaking the execution of works of **Construction of Guru Tegh Bahadur Diagnostic Centre at Government Medical College, Amritsar under PMSSY** whose minimum qualification shall be as under:

- (i) Specialized agency of appropriate class meeting the eligibility requirements as per CPWD norms eligible to bid for these respective components individually. For lifts, associated agency shall be from category "A" as per the approved list by CPWD.
- (ii) The specialized agency shall have a valid license from the competent authority in the respective field.
- (iii) We shall be solely responsible for the quality and successful execution/performance of the completed works by such agencies.
- (iv) I shall enter into work specific agreement/MoU with the agency/agencies approved by HSCC, supply a copy of such MoU/ Agreement to HSCC/MOHFW and retain them till completion of works in the said field.

Authorized Signature of Bidder with stamp

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 31.03.2010

Financial Year	Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet
2007-2008	Rs.
2008-2009	Rs.
2009-2010	Rs.
Average Annual Turnover over the past three years	Rs.

- ii) **Profit / Loss** for last Five years ending 31.03.2010

Financial Information in Rs. Equivalent	For year 2005-2006	For year 2006-2007	For year 2007-08	For year 2008-09	For year 2009-10
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 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 TECHINCAL & 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)										
8. Table vibrator (electrical/ petrol										
Equipment for building work										
1. Block making machine										
2. Bar bending machine										
3. Bar cutting machine										
4. Welding generators										
5. Welding transformers										
6. Cube testing machines										
7. M.S. Pipes										
8. Steel Shuttering										

Sl.No.	Name of Equipment	Nos.	Capacity of Type	Age	Condition	Ownership Status			Current Location	Remarks
						Presently owned	Leased	To be Purchased		
Equipment for transportation :										
1. Tippers										
2. Trucks										
Pneumatic equipment :										
1. Air compressors (diesel)										
Dewatering equipment										
1. Pump (diesel)										
2. Pump (electric)										
Power equipment :										
1. Diesel generators										
Any other equipment/s : Like crane, tower lifts etc										

(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
(e)	Personnel and Establishment	
	(Max. 10 marks)	
	(i) Graduate Engineer with 20 years experience	1 marks for each max 2 marks
	(ii) Graduate Engineer with 15 years experience	3/4 marks for each max 3 marks
	(iii) Graduate Engineer with 10 years experience	1/2 marks for each max 3 mark
	(iv) Diploma Engineer with 10 years experience	1/4 marks for each max 3 marks
(f)	Plant & Equipment	
	(Max. 15 marks)	
	(i) Hopper Mixer	1/2 mark for each upto Max. 2 marks
	(ii) Truck/Tippers/Transit mixer	1/2 mark for each upto Max. 2 marks
	(iii) Steel shuttering	1 marks for each 4000sqm upto Maximum 3 marks
	(iv) Tower Crane	2 marks for each upto Max. 4 marks
	(v) Building Hoist	1 marks for each upto Max. 2 marks
	(vi) Excavator	1 marks for each upto Max. 2 marks
	(vii) Batch Mix Plant	2 marks for each upto Max. 4 marks
	(viii) Tendom Roller	1/2 marks for each upto Max. ½ marks
	(ix) Vibration Compactor	1/2 marks for each upto Max. 1 marks

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

(a) Financial strength (Form 'T-1' & 'T-1 B') –	Maximum 20 marks
(b) Experience in similar nature of work during last five years (Form 'T-2')	Maximum 20 marks
(c) Performance on works (Form 'T-4') – Time over run	Maximum 20 marks
(d) Performance on works (Form 'T-4') – Quality	Maximum 15 marks
(e) Personnel and Establishment (Form "T-5" & "T-6")	Maximum 10 marks
(f) Plant & Equipment (form "T-7")	Maximum 15 marks
Total -	100 marks

To become eligible for shortlisting, the bidder must secure at least fifty percent marks in each of the above six parameters and fifty percent marks in aggregate also.