



Ministry of Health and Family Welfare

(GOVERNMENT OF INDIA)

Request for Proposal (RFP) for

SETTING UP OF RESIDENTIAL COMPLEX AT AIIMS PATNA/ RISHIKESH

Volume - I

**NOTICE INVITING BID
INSTRUCTIONS TO BIDDERS
SCOPE OF WORK
EVALUATION PROCESS**

MAY, 2008

**Hindustan Latex Limited
B-11, Sector - 59
NOIDA (UP) 201 301**

DISCLAIMER

Hindustan Latex Ltd, (HLL) has prepared this document on behalf of MINISTRY OF HEALTH & FAMILY WELFARE, GOVERNMENT OF INDIA. The information is provided to prospective Bidders, who will be found eligible to Bid for Setting up of Residential Complex at AIIMS Patna /Rishikesh

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 HLL and MoH&FW have taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither them nor 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, neither MOH&FW nor HLL 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 paid to persons or entities submitting their Bid.

DEFINITIONS

1. **“Application”** shall mean the response submitted by interested parties.
2. **“Bidder”** shall mean the party participating in the Biding process pursuant to and in accordance with the terms of this document.
3. **“Contract”** The Contract means the documents forming the Bid and acceptance thereof and the formal agreement executed between the competent authority on behalf of Ministry of Health and Family Welfare Government of India and the contractor, together with the documents referred to therein including these conditions, the specifications, design, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
4. **“Contract Agreement”** shall mean the agreement to be signed between the Successful Bidder and the competent authority on behalf of MoH&FW/ their authorized representative.
5. **“Contract Price”** shall mean the financial bid of the Successful Bidder as accepted by the Employer.
6. **“Client”** client means MoH&FW or their nominee/assignee
7. **“Defects Liability Period”** means the period for correcting defects in the execution of works as specified elsewhere.
8. **“Employer”** means competent authority on behalf of MoH&FW, its authorized agencies and assignees.
9. **“Engineer”** means any person or agency nominated or appointed from time to time by the Employer to act as the engineer for the purposes of the Project and notified as such in writing to contractor/Bidder.

10. **“Evaluation Committee”** shall mean the committee constituted by MoH&FW/HLL for the evaluation of the bids.
11. **“HLL”** shall mean Hindustan Latex Limited, appointed by MOH&FW as a consultant and Engineer for the project.
12. **“Letter of Award”** shall mean the letter issued by the Employer to the Successful Bidder inviting him to sign the Contract Agreement.
13. **“MoH&FW”** shall mean Ministry of Health & Family Welfare, Government of India.
14. **“Performance Security”** shall mean the amount to be paid by the Successful Bidder as per relevant clause mentioned else where.
15. **“Project”** shall mean Setting up of AIIMS like Apex Institutions at 6 sites-Bhopal, Bhubaneswar, Jodhpur, Patna, Raipur and Rishikesh.
16. **“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.
17. **“Similar works”** shall mean Multistoried building works for Rishikesh and G+3 storied for Patna.
18. **“Start Date”** shall mean the date of commencement of works by Contractor.
19. **“Successful Bidder”** shall mean the Bidder declared technically and financially successful for the Project and with whom, the Contract Agreement shall be signed.
20. **“Bid”** shall mean documents issued by MoH&FW/HLL to the prospective Bidder.
21. **“Processing Fee”** shall mean the amount to be paid by the Bidders in consideration of cost of bid document.
22. **“Bid Security”** shall mean the amount to be deposited by the Bidders with the Bid.
23. **“Bid Validity”** shall mean the period for which the Bids shall remain valid.

SECTION -1**NOTICE INVITING BID**

1.1 Hindustan Latex Ltd. has been entrusted with the job of Construction of Residential Complex for coming up of AIIMS at Patna (Bihar) and Rishikesh (Uttarakhand) by Ministry of Health and Family Welfare (G of I).

1.2 Hindustan Latex Limited on behalf of MOH&FW invites Bid in two Bid System- Technical and Financial, as per the eligibility criteria. Details of the Project are:-

Ser No	Name of the work	Estimated Cost –Civil Works	Estimated Cost- Services
1	Construction of Residential Complex at AIIMS Patna (Bihar)	Rs 20.00 Crore	Rs 5.00 Crore
2	Construction of Residential and Hostel Complex at AIIMS Rishikesh (Uttarakhand)	Rs 50.00 Crore	Rs 10.00 Crore

1.3 Criteria of Eligibility-Eligibility criteria for issue of Bid document is as under:

a) **Registered Contractors-** All valid registered contractors with CPWD/MES/RAILWAYS/CPSU/STATE GOVERNMENT having ‘Unlimited Biding Limit/ Highest Class’ are eligible provided their registration is valid as on 01 Jun 2008.

b) **Other than Registered Contractors** The firm should be in existence since last 5 years as on 01 Jun 2008. Other conditions are as follows:

1. The Bidder should have completed/ under construction similar works as follows; single work 80% or two works 50% or three works 40% of Estimated Cost. In case of works under progress 75% completed works shall be considered. Enhancement factor for completed work will be :

2006-07- 1.10, 05-06- 1.21, 04-05-1.33, 03-04-1.46, 02-03-1.61. Base Year is 2007-08

2. The following documents should be submitted along with Bid:

i) List of Personnel, organization available on hand and proposed to be engaged for the subject work.

ii) List of plant, Machinery and steel shuttering available on hand (own) and proposed to be inducted for this work (own and hire to be given separately) for the subject work.

- iii) List of works completed in last three years i.e. 05-06, 06-07, 07-08
- iv) List of works in hand with details.
- v) audited balance sheet duly certified by chartered account for the last three years and solvency certificate from scheduled bank and other document to be given in support of financial turnover. Financial turn over should be minimum Rs 10 Crore per year for Patna and 25 Crore for Rishikesh.

1.4 JV/Consortium/MOU between not more than two parties are permitted.

1.5 Important Information

Bid Processing Fee(Non-refundable)	Rs.5,000/- (Rs. five thousand only) by a Demand Draft/Cash in favour of "Hindustan Latex Limited" payable at New Delhi
Bid Security(EMD)	For Patna Rs 20 Lacs and For Rishikesh Rs 50 Lacs valid till 15 Oct 2008
Bid Validity	90 days from the date of submission of bid
Issue of Bid documents	08.05.2008 to one day prior to bid submission date.
Last date for submission of queries	22.05.2008 by 5 PM
Pre Bid conference on	23.05.08 at 11 AM at HLL Office, NOIDA
Date for Issue of addendum	27.05.2008 addendum will be available at web site of HLL and MoH&FW.
Last date & time of Submission of completed bid	12-06-08 by 3 PM For Patna 19-06-08 by 3 PM For Rishikesh
Date & time of opening of technical Bids	12-06-08 at 3.30 PM For Patna 19-06-08 at 3.30 PM For Rishikesh
Date & time of opening of financial bid	To be intimated separately to technically successful bidders only.
Period for submission of Performance Security	30 days from issue of Letter of Award
Period for signing of Contract Agreement	30 days from issue of Letter of Award

Commencement of work/ start date	15 days from date of signing of Contract Agreement
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Completion period of the work (for each site)	15 months (fifteen months) from the Start Date
Address for communication in connection with this bid	Chief Engineer (ID) Hindustan Latex Limited B-11, Sector 59 NOIDA-201 301 Tel. No.0120-3205143, 09871160192; Fax: 0120-4324573; e-mail ID: tyagivk@hindlatex.com

BID Document can be obtained from the office of Chief Engineer, (ID), HLL from the address mentioned above. Complete documents will be available at company's web site www.hindlatex.com and MoH&FW website www.mohfw.nic.in however only purchased document will be submitted.

2. Important Points

1.1 Contractor must not have been blacklisted/ penalised by any government agency or public sector undertaking or judicial authority/arbitration body.

2.2 **Bid document consists of :**

2.3.1 **Volume – I (NIB & Evaluation Criteria)**

- Notice Inviting Bid
- Instructions to Bidder
- Scope of Work
- Evaluation Process

2.3.2 **Volume – II (Conditions of Contract)**

- General Conditions of Contract
- Special Conditions of Contract

2.3.3 **Volume – III (Quality Assurance Manual and Specifications)**

2.3.4 **Volume – IV (Bill of Quantities)**

2.3.5 **Volume – V (Drawings)**

2.3 Bidders may obtain further clarification, if any, in respect of this document from the office of the Chief Engineer (ID) Hindustan Latex Limited, B-11, Sector 59, NOIDA 201301.

2.4 The Bidders shall submit their bids in two parts i.e. TECHNICAL BID and FINANCIAL BID. Technical package is to be submitted in two envelopes; Envelop -I consisting of information/details of the Bidder and Part -II consisting of Technical Bid. Bid security amount will be submitted separately,

2.5 HLL/MoH&FW reserves the right to accept or reject any or all the bids without assigning any reason, No Bidder shall have any cause of action or claim against the HLL/MoH&FW for rejection of his bid.

Chief Engineer (ID)
Hindustan Latex Limited,
B-11, Sector 59,
NOIDA 201 301.

(On behalf of Ministry of Health & Family Welfare, Government of India)

SECTION-II
INSTRUCTIONS TO BIDDERS (ITB)

2.0 **Introduction:** The proposal named **PRADHAN MANTRI SWASTHYA SURAKSHA YOJNA** (PMSSY) has been launched by the Hon'ble Prime Minister of India to offer Speciality and Super-speciality medical care and to improve the quality of medical education by creating six AIIMS like apex healthcare Institutes at Bhopal, Bhubaneswar, Jodhpur, Patna, Raipur & Rishikesh in the states of Madhya Pradesh, Orissa, Rajasthan, Bihar, Chattisgarh and Uttarakhand respectively.

The proposed Institutes shall have state-of-the-art multi-specialty /super-specialty facilities with captive hospital, medical college with annual intake of 100 undergraduates and P.G/Doctoral courses in various specialty/super-specialty disciplines. requisite infrastructures, nursing school, hostels and housing complexes. Each Institute shall be housed in a 100-acres (approx.) campus with the requisite facilities based on Medical Council of India norms. The campus besides the built up area of the hospital, hostels, residential areas etc. shall also have landscaped open areas, parking space, areas for recreational activity and so on.

2.1 Eligibility Criteria :

a) **Registered Contractors-** All valid registered contractors with CPWD/MES/RAILWAYS/CPSU/STATE GOVERNMENT having 'Unlimited Biding Limit/ Highest Class' are eligible provided their registration is valid as on 01 Jun 2008.

b) **Other than Registered Contractors** The firm should be in existence since last 5 Years as on 01 Jun 2008. Other conditions are as follows:

1. The Bidder should have completed/ under construction similar works as follows; single work 80% of Estimated Cost or Two works 50% of Estimated Cost or three works 40% of Estimated Cost . In case of works under progress 75% completed works will be considered. Enhancement factor for completed work will be :

2006-07- **1.10**, 05-06- **1.21**, 04-05-**1.33**, 03-04-**1.46**, 02-03-**1.61**. **Base Year is 2007-08**

2 The following documents should be submitted along with Bid:

- i) List of Personnel, organization available on hand and proposed to be engaged for the subject work.
- ii) List of plant, Machinery and steel shuttering available on hand (own) and proposed to be inducted for this work (own and hire to be given separately) for the subject work.

- iii) List of works completed in last three years i.e. 05-06, 06-07, 07-08
- iv) List of works in hand with details.
- v) An audited balance sheet duly certified by chartered account for the last three years and solvency certificate from scheduled bank and other document to be given in support of financial turnover.
- vi) Financial turn over should be minimum Rs 10 Crore per year for Patna and 25 Crore for Rishikesh.

3. JV/Consortium/MOU not more than two parties are permitted

2.2 Disqualification. Even if a Contractor meets the above criteria, MOH&FW/HLL 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/ HLL 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 raised at this stage. HLL 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 HLL in writing or by tele-fax at the mailing address indicated in Notice Inviting Bid. HLL will respond in writing to any request for clarification which is received prior to dead line mentioned of Notice Inviting Bid. Written copies of the HLL'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. 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, HLL/MoH&FW may, for any reason, whether at its own initiative or in response to a clarification or query raised by a 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 to whom, the BID has been sent on or before the last date mentioned in Notice Inviting Bid. 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 HLL. The amendments would also be available on the website of MOH&FW and HLL. 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 be placed on HLL's website and it will be the responsibility of the bidders to read .

2.3.5 Bid Processing Fees

Bid Processing Fee as given in NIT shall be enclosed along with technical package Part I and shall be payable through a demand draft (non-refundable) drawn in favour of "Hindustan Latex Limited", payable at New Delhi. Any Bids not accompanied by the Bid Processing Fees shall be rejected and shall not be considered for further evaluation / selection.

2.3.6 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.
- iv. All bidders should provide in form of bid qualifying information/ statement that the bidder is not associated with nor has been associated in past 2 year directly or indirectly with the Design DPR consultant or Project Consultant related to this project.

b) Project Inspection and Site Visit

- i. Any Site information given in this BID 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 Employer, including availability of electricity, water and drainage, where applicable.
- ii. MOH&FW/HLL 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. The contents of the technical and financial package are as mentioned below:

d) Alternative Proposal by bidders:

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

2.3.7 Contents of Technical Package :

The technical package, clearly labeled as “**TECHNICAL PACKAGE**”, has to be submitted in two envelope/parts, Part-I shall consist of information for responsiveness and other information about Bidder, as required and Part -II shall be the technical Bid.

a. Part –I shall comprise the following :

- i) Form of Bid and Appendix (**Form A**) for the Bid
- ii) Checklist for the enclosed documents as per the format attached (**Annexure I**)
- iii) Bid Security, in original, in a separate envelope, sealed and duly marked “Bid Security” as per the format attached (**Form B**),
- iv) Format for Performance Bank Guarantee (**Form C**)
- v) Format for Contract Agreement (**Form D**)
- vi) Power of attorney (**Form E**) in favour of the person signing the Bid
- vii) Initialed BID document, as listed in Notice Inviting Bids
- viii) Demand Draft for Bid Processing Fee

b. Part –II shall comprise the followings :

- i) **Form “T-1”** (Financial Information)
- ii) **Form “T-2”** (Details of works..... as on 01 Jun 2008)
- iii) **Form “T-3”** (Project under execution of award)
- iv) **Form “T-4”** (Performance Report of Works)
- v) **Form “T-5”** (Structure and Organization)
- vi) **Form “T-5 (1)”** (Details of Technical & Administrative personnel)
- vii) **Form “T-6”** (Details of Construction Plant for carrying out the work)

2.3.8 Contents of Financial Package

- a. The financial package **VOLUME IV- 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.

ii. **Language of Bid**

The Bid and all related correspondence and documents relating to the Project shall be in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate English translation. Any material that is submitted in a language other than English and which is not accompanied by an accurate English translation will not be considered.

iii. **Currency of Bid**

Bid prices shall be quoted in Indian Rupees only.

iv. **EMD**

- 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 a bank guarantee from a scheduled commercial bank in India. The format of the bank guarantee shall be as per Form C. Bank guarantees should be irrevocable and operative for a period as mentioned in Notice invited Bid . The Bid Security shall be endorsed/pledged in favour of MOH&FW/HLL and shall be submitted in a separate envelope super scribed “Bid Security for modernization of MOH&FW”.
- c. Bids not accompanied by EMD, shall be treated as non-responsive, and will be summarily rejected by the MOH&FW/HLL.
- d. The Bid securities of unsuccessful Bidders shall be discharged/ returned by MOH&FW/HLL no later than 30 days after the expiration of the period of Bid Validity .
- e. The Bid Security of the Successful Bidder shall be returned upon the Bidder executing the Contract Agreement and submitting the required Performance Security.
- 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

v. **Extension of Bid Validity**

Prior to the expiry of the original Bid Validity Period, MOH&FW/ HLL may, at its discretion, request Bidders to extend the Bid Validity Period for a specified additional period.

vi. **Format and Signing of Bid**

- a. Bid documents (technical package Part I and II and financial package) 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/HLL, 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.

vii. **Sealing and Marking of Bids**

The Bidder shall follow the procedure as indicated below:

- a. Each Bid will be submitted in two sets one marked “Original” and the other marked “Copy” (Copy should be the photocopy of ‘original’).
- b. Each set containing the two packages, TECHNICAL PACKAGE and FINANCIAL PACKAGE shall be sealed in two separate envelopes clearly marked as “TECHNICAL PACKAGE” and “FINANCIAL PACKAGE “.The two envelopes shall be wrapped in an outer envelope addressed to The Chief Engineer (ID), Hindustan Latex Limited, B-11 Sector 59, Noida 201 301, duly super scribing on top “Bid for Construction of Residential Complex for AIIMS PATNA/RISHIKESH and date and time of opening of the Bid_____”,. The envelope should also bear the name and address of the Bidder.

viii. **Submission of Bids**

Bids should be submitted to:

**The Chief Engineer
HINDUSTAN LATEX LTD
B-11 SECTOR 59
NOIDA 201301**

- ix. The last date for submission of completed Bids is given in Notice Inviting Bids. The MOH&FW/HLL may, at their discretion, extend this date, in which case all rights and obligations of the MOH&FW/HLL and the Bidder shall thereafter be subject 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.
- x. Bids shall be submitted by hand or through registered post or courier service at the address mentioned above. MOH&FW/HLL shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of the Bid in time.
- xi. Bids sent telegraphically or through other means of transmission (Tele-fax etc.), which cannot be delivered in a sealed envelope shall be treated as defective, invalid and shall stand rejected.

- xii. **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 HLL before the last date for submission of Bids. In case a Bidder wants to resubmit his Bid, he shall submit a fresh Bid following all the applicable conditions.
 - 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”.
- xiii. **Bid Due Date**
 - a. Bids should be received in the office of the Chief Engineer (ID), at the address mentioned in this document, on or before the stipulated time and date as specified in Notice Inviting Bids.
 - b. MOH&FW/HLL may, in exceptional circumstances, and at its sole discretion, extend the Bid due date by issuing an addendum.
- xiv. **Late Bids**

Any Bid received in office of the Chief Engineer (ID) at the address mentioned above after the deadline prescribed for submission of Bids in Notice Inviting Bids herein will not be considered and will be returned unopened to the Bidder.

2.3.9 Power of Attorney :

Bidders shall submit, along with Part 1 of the technical Bid, 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/HLL and act as the contact person. The format for the power of attorney shall be as per form E of BID. In case bids are signed by Managing Director/Partner/Proprietor himself PoA is not required.

2.3.10 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 in the office of the Chief Engineer, (ID), Hindustan Latex Limited, B-11, Sector-59, Noida - 201301. 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 Packages as detailed above.
- v. The technical package of the Bids will only be opened. They will be checked for completeness and confirmation of submission of Bid Processing Fees and the requisite Bid Security. If the documents do not meet the requirements of the BID, a note will be recorded.

- vi. The Bidders name, the presence or absence of the requisite Bid Processing Fee, 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. The financial packages of all responsive Bids will be opened after the technical evaluation

2.3.11 Determination of Responsiveness

- i. Prior to the detailed evaluation of Bids, MOH&FW/HLL 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
 - d. Contains information in formats same/similar as those specified in this BID
 - e. Mentions the validity period of the offer
 - f. Is accompanied by the Bid Processing Fee (in case not paid in cash in advance).
 - g. Is accompanied by the Bid Security,
 - h. Conforms to all the terms, conditions and specifications of BID 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, Employer'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/HLL. The decision of the MOH&FW/HLL in this regard shall be final. The financial Packages of non-responsive Bidders shall be returned unopened.

2.3.12 Evaluation of Bids

- i. MOH&FW/HLL would subsequently examine and evaluate responsive Bids, as per the criteria set out in this document.
- ii. MOH&FW/HLL 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.
 - c. If it is found that the information provided is not true or incorrect or facts, material to the evaluation, have been suppressed.

2.3.13 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.

2.3.14 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/ HLL/ 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.

2.3.15 Award of Contract

a. Award Criteria

MOH&FW/HLL 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 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/HLL 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/HLL 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 will promptly notify the other Bidders and discharge / return their Bid securities.

c. Signing of Agreement

- i. MOH&FW/HLL 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. One copy of the Contract Agreement duly signed by MOH&FW/HLL or its assignees or any agency appointed by them and Contractor through their authorized signatories, will be given by MOH&FW/HLL or its assignees or any agency appointed by them .
- iv. In case the Successful Bidder does not sign the Contract Agreement, MOH&FW/HLL 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/HLL 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. 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 Client.
- 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 Employer during defects liability period.

g. Quality Assurance and Quality Control

The Bidders shall submit along with their Bid, their corporate quality policy document duly signed by the corporate head or any other authorized person and an outline quality plan , illustrating the approach for compliance with specifications for the work including project quality requirements. The outline quality plan shall contain sufficient information to demonstrate clearly the proposed method for achieving the Bidder's quality objectives

with regards to the requirements of the Contract Agreement and shall, as a minimum, conform to ISO 9001: 2000 – “Quality Management Systems - Requirements”.

h. Quality Monitoring

The quality of the project shall be monitored by HLL/MOH&FW or a firm/ agency appointed by MOH&FW for the purpose. The Contractor shall comply with the suggestions and/or instructions of the said agency in this regard. Failure to comply with the suggestions and/or instructions of the said agency shall constitute Contractor's Default.

i. Insurance

The Contractor shall at its own cost and expenses, obtain and maintain, the following insurance:

- i. Within 30 days of signing the Contract Agreement, for a period commencing from immediate effect and valid till the end of Defects Liability Period
- ii. Contractor's All Risk and Third Party Cover.
- iii. Liability under the Workmen's compensation Act, 1923, Minimum Wages Act, 1948 and Contract Labour (Regulation and Abolition) Act, 1970.
- iv. Accidents to staff, Engineers, supervisors and others who are not governed by Workmen's Compensation Act.
- v. Damage to Material, machinery and works due to fire, theft etc.
- vi. Any other risk insurance which the Employer requires at any point of time or that is specified in the Special Conditions of Contract.

j. 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 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 Employer and any such act without the permission of the Employer 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 MOH&FW/HLL on or before the cancellation of the selection process shall become the property of the Employer and the Bidders shall have no claim on such documents/design.

k. Right to modify the design

The Employer shall have the right to modify the design prepared by the Contractor on mutually agreed terms and conditions. The Contractor shall comply with any such instructions by the Engineer or the Employer and suitably modify the design and submit the same to the Employer for approval.

l. Employer'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.
- ii. MOH&FW/HLL 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 Employer necessitates the cancellation of the selection process
- iii. On occurrence of any such event, MOH&FW/HLL shall notify all the Bidders within 7 days of such decision. MOH&FW/HLL shall also promptly return the Bid Security submitted by the Bidders within 15 days of issue of such notice. MOH&FW/HLL is not obligated to provide any reason or clarification to any Bidder on this account. MOH&FW/HLL'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 Employer on this account.
- iv. The Employer further reserves the right to re-Bid the process or get the work done by a Government agency or Quasi Government agency if the Employer 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.

m. Electricity, Water and Gas

The Contractor shall be responsible for the provision of all power, water and other services as required at Site at his own cost. The Employer, where feasible and at his discretion, may assist the Contractor in this respect.

n. Site Office

The Contractor shall have a site office at the Site. The Contractor shall keep a copy of the documents such as approved drawings, CPWD Specifications, latest codes and standards, quality manual, charts showing progress of the Project, contractor's documents etc as required by the Employer for the purpose.

o. Contract Price and payment: -

- i. The Contract shall be for the entire scope of work mentioned in the BID. The Bidders shall quote their financial Bids for the entire scope of work as mentioned in the BID without any additions, alterations and conditions. The Contract Price quoted by the Bidders should include all costs associated with the Project including any out of

pocket / mobilization expenses, taxes, charges, levies, cess, VAT including service tax.

- ii. Unless otherwise explicitly stated in the Contract, the payment shall be as per accepted schedule of payment mentioned in BID. The payment shall be subject to deductions as per Indian income tax laws and other statutory provisions.
- iii. All the payments shall be released as per the terms and conditions mentioned in General Conditions of Contract.

p. Payments:

The Contractor shall be paid for work done after a gap of 30 days. Joint measurement will be taken by engineer and contractor and after signing measurement book by both parties only payment will be released. Payment shall be subjected to taxes as required to be deducted at per law.

SECTION-III

SCOPE OF WORK

1. The Contractor shall construct Residential complex, which consists of Housing for Staff and Faculty and Hostels for Students, Interns and Residents for Rishikesh site and only Housing complex for Patna.
2. Overall Master Plan for the entire Residential Complex taking into account development plans for the next 20 years and detailed layout plan for the total requirement has been worked out by Client . Contractor is to build only Phase 1 as per detailed engineering design and drawing prepared separately by Client.
3. 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
4. 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.
5. The activities to be carried out for the completion of the Project shall include the following and any additional activities incidental to these:
 - i. Houses, Hostels and other amenities, indicated for construction.
 - ii. Internal, external and bulk services
 - iii. Detailed project planning as per the specified timelines 15months,
 - iv. Getting all approvals / permissions / planning permits of the statutory / local / governmental agencies as required incidental to construction/ completion.
 - v. Execution of all external services including roads, footpaths, water supply distribution system, Overhead water tank, water sump, sewerage system, Storm water drains with rain water harvesting, Fire fighting system, street lighting, horticulture and other public amenities and as included in this scope. All the items may not be forming part of this package.
 - vi. Provide internal and external signage.
 - vii. 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.
 - viii. Preparation of specifications and vendor list for all equipment wherever necessary and called upon for power distribution and water supply including transformers, control panels, electrical wiring, bore wells, sumps, overhead water tanks, water treatment plant for providing potable water for residential campus
 - ix. Rain water harvesting for roof run-off and surface run-off.
 - x. Obtaining occupancy certificate and related NOC's from statutory/ local/governmental agencies.

6. Requirements of various segments

The residential requirement of the institute broadly consists of the following types of accommodations:

- i. Housing for Faculty and staff
- ii. Hostel accommodation for students and nurses

A. Housing for Faculty & Staff

The various types of quarters to be Constructed and their numbers are given below.

Table-1

Sl.No	Type of quarters	Number of Quarters to be considered in Master Plan	
		To Be Built Now Phase -1	Subsequent Phase
1	I	32	48
2	II	70	160
3	III	18	26
4	IV	22	34
5	V	24	34
6	VI	-	14
7	Director's Bungalow	1	-
8	Guest House	1	
	TOTAL	168	316

No of flats are varying as per architectural design. CPWD scale of accommodation will be followed in case of missing details.

B. Hostel Requirements

The Master plan for Hostel Complex has been designed based on the total requirement given in Table II. However the Contractor is required to Construct Hostels as given in Table II Phase-1.

Table-2

Sl.No	Type of Hostel	Number of Occupants/Hostels to be considered in Master Plan	
		To Be Built Now with area in brackets (Sqm) Phase-1	Subsequent Phases with area in brackets (Sqm)
1	Under Graduates a. Men b. Ladies	250 (5000)* 125 (2300)*	200 (3500) 25(500)
2	Post Graduates & Interns	216 (7700)	-
3	Residents	190 (6600)	-
4	Nurses	200 (4000)	200 (4000)
5	Student Nurses a. B.Sc b. M.Sc	- -	240 (4000) 100 (2300)

C. External Developments

The Contractor shall Construct all external services including roads, footpaths, water supply distribution system, Overhead water tank, water sump, sewerage system, Storm water drains with rain water harvesting, street lighting, horticulture etc as per scope in this package.

1. Roads with bitumen topping, according to IRC standards proper drainage and culverts where required shall be provided.
2. Install the sewer system covering the entire master plan area, complete with STP and arrangement for waste water recycling for using in gardening and horticulture.
3. Storm water drains which will also collect rain water from roofs of buildings and design rain water harvesting.
4. Horticulture and landscaping around the proposed buildings create parks and children's play ground.

D. Electrical Requirements (Residential and Hostel)

The electrical Work for setting up indoor electrical substation /substations with HT panel, transformers, LT panel, DG sets, APFC panel, interconnecting Bus –ducting/cablings, earthing, substation safeties etc. The substation will have standby transformers as required. Earthing for the whole system shall conform to IS 3043:1987.

- 1) Power distribution from sub station with U G cabling system, feeder pillar /LT panels to feed power to residential units and other buildings.
- 2) Street lighting with HPSV IP66 fittings of reputed make and hot dipped galvanized poles for street lighting to meet BIS requirements of Road lighting.
- 3) Other lighting like area lighting, compound lighting to meet functional/aesthetic requirement.
- 4) DG sets as part of the substation to meet following loads.
 - All pump sets including sewerage, water supply.
 - Electrical Load of Community buildings.
 - Street lights and staircase lighting connected to street lighting.
 - Lifts, fire protection equipments.
- 5) Electrification of Residential units/other building
- 6) Meter boards and Energy meters
- 7) Solar heater panels with plumbing for the residential units and other buildings for energy conservation.
- 8) Provision of pump sets of all types like water supply, horticulture, sewerage including their plumbing, UG/OH tank level indicators, automation of operation of pump sets to reduce operation cost by reducing manpower requirement.
- 9) Comprehensive fire detection and protection system to meet NBC requirements
- 10) Telephone/TV cable wiring for all residential units and other buildings.
- 11) Necessary signage both civil/Electrical for the entire campus for the benefit of residents and visitors.
- 12) Lifts of various types and number as required for Multistoried buildings to meet CPWD/NBC specifications and requirements.

Note:

i. All the systems are to meet: -

- CPWD specifications
- BIS requirements
- NBC requirements
- Indian Electricity rules

ii.. All the services like electrical supply, water supply, sewerage, Drainage, Storm water etc will be suitably routed with right of way for each service cable/pipe etc with provision for Road crossing etc and provision for suitable entry into various buildings so that subsequently each service can be maintained with out disturbing other services and need of road cutting.

iii. Preparation of drawings for approval from Electrical Inspectorate/CEA and liaison work for getting power sanction from State Electricity Board for the housing complex will be in the scope of Contractor .

E. Water Supply

The Contractor shall construct the water supply systems for the total requirement at the final stage as indicated above in table I&II (as per NBC NORMS). The Contractor shall estimate total water requirements till final stage and provide the required underground sumps and overhead tanks. The water supply GRID system should be designed such that, with progressive development of the Institute, the new facilities can be integrated with the GRID.

F. Sewerage

The Contractor shall design the sewerage system for the total requirement at the final stage as indicated above in table I, II. The Contractor shall develop the sewerage GRID systems for the final requirements in a manner that with progressive development of the complex, the new facilities can be integrated with the GRID.

The Contractor shall design and develop the required sewage treatment plant in an appropriate location with the approval of the employer.

G. Telephone and Internet Connections. Cable for telephone and internet connections in all hostel rooms and Residential quarters will be provided.

7. Applicable Specifications and Codes

The works in general shall be carried out in accordance with the CPWD Specifications for Civil works and CPWD General Specifications for Electrical Works.

All the system will meet:

- CPWD specifications
- BIS requirements
- NBC requirements
- Indian Electricity rules
- Local Bye-laws

All Standards, Technical Specifications and Codes of practice referred to shall be of the latest editions including all applicable official amendments and revisions. The Contractor shall

procure the CPWD specification. The Contractor shall prepare the list of all relevant Indian Standard Codes of practice as applicable.

Wherever Indian Standards do not cover some particular aspects of design/construction/installation, relevant International Standards shall be referred to.

In case of discrepancy among Standard codes of practice, Technical Specifications and provisions in Employer's Requirements, the order of precedence shall be as below:

- 3 Provision made in Employer's Requirements
- 4 Standard Codes of Practice.

8. Existing Facilities. Electricity, water and sewerage

The Contractor should verify the availability and location of battery limits for the above utilities by inspecting the site. The Contractor shall submit to the Employer and the Engineer all Design Data, together with the relevant Design Certificates certified by the Contractor. In the event that a re-submission of Design Data is required, such re-submission shall be made as soon as deemed suitable by the Engineer after the receipt of the relevant statement of objections. All submissions of Design Data shall include 6 copies.

9. Approvals Required

The Contractor shall obtain all necessary approvals from Municipal and other local bodies including Municipal bodies, Water supply agencies concerned, Electric Supply 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. However all statutory payments will be made on actual.

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

Employer 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 Employer in any manner.

SECTION IV
EVALUATION PROCESS AND CRITERIA

4.1 Evaluation Process:

The Bids will be evaluated in the following stages:

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

4.2 Stage 1-Technical Evaluation

- i. The technical Bids shall be evaluated as per criteria mentioned
- ii. The technical Bid shall be evaluated by the Evaluation Committee based on the qualification criteria laid down. The financial Bid of only those Bidders who are technically qualified shall be opened.
- iii. The financial Bids of Bidders whose technical Bids are found unacceptable shall be returned unopened
- iv. MOH&FW/HLL 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.

4.4 Letter of Award :

The Successful Bidder would be notified in writing by MOH&FW/HLL 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**

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)	
3.	Power of attorney for individuals signing on behalf of Bidders (Form E)	(Original & Copy)	
4.	Initialed BID documents	(Original)	

TECHNICAL PACKAGE - Part 2

1.	Form "T-1" (Financial Information)		
2.	Form "T-2" (Details of works..... as on 01-05-2008)		
3.	Form "T-3" (Project under execution of award)		
4.	Form "T-4" (Performance Report of Works)		
5.	Form "T-5" (Structure and Organization)		
6.	Form "T-5 (1)" (Details of Technical & Administrative personnel)		
7.	Form "T-6" (Details of Construction Plant for carrying out the work)		

FINANCIAL PACKAGE COMPRISING OF:

1.	Bill of Quantities duly filled in for all schedules/works		
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Form A-Form of Bid and Appendix

Page 1 of 3

FORM OF BID

Name of the Work : CONSTRUCTION OF RESIDENTIAL COMPLEX FOR AIIMS PATNA/RISHIKESH

To

**The Chief Engineer, (ID)
Hindustan Latex Limited
B-11, Sector-59,
NOIDA 201301.**

Sub : Submission of Proposal

Having visited the Site, ascertained the Site conditions and examined the General Conditions of Contract as well as Special 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 this BID. We shall not hold MOH&FW/HLL 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 and as indicated in the Appendix.
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 or any extension thereto by MOH&FW/HLL.
7. We agree to the General Conditions of Contract and Special Conditions of Contract and the terms and conditions mentioned in the BID.
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.

Form A
Page 2 of 3

- 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.....**2008**

Signature

Name..... in the capacity of

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

Address

.....

.....

Witness – Signature

Name

Address

.....

.....

Form A

Page 3 of 3

Appendix**APPENDIX TO THE FORM OF BID**

i.	Amount of bank guarantee as Performance Security to be deposited by financially successful bidder	5 percent of the Total Contract Price to be deposited and balance 5% to be retained from the running bills.
ii	Date for commencement of work	15 days from signing of Contract Agreement
iii	Time for completion	15 months from the date of Commencement of work
iv.	Amount of liquidated damages in case of extension of completion date due to delays by the Contractor	0.50% of Contract price of works for each week or part thereof, if Contractor is in default, subject to maximum of 10% of Contract price
v.	Defects Liability Period from the date of issue of "Taking-over certificate"	12 months
vi.	Period of validity of Performance Security	6 months beyond Defects Liability Period

Signature

(Authorized Signatory)

Date

Name

Place

Address

.....

Form B

Page 1 of 2

FORMAT FOR EMD

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 HLL/MINISTRY OF HEALTH & FAMILY WELFARE, GOVERNMENT OF INDIA (hereinafter called “HLL/MOH&FW”) 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 Residential Complex at AIIMS Patna/ Rishikesh.

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 HLL/MOH&FW 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 HLL/MOH&FW 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 HLL/MOH&FW 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.

Form B

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 HLL/ MOH&FW 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 HLL/MOH&FW

We undertake to pay to HLL/MOH&FW up to the above amount upon receipt of his first written demand, without MOH&FW having to substantiate his demand provided that in his demand MOH&FW 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 OF PERFORMANCE SECURITY BANK GUARANTEE

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

Whereas HLL/MINISTRY OF HEALTH & FAMILY WELFARE (HLL/MOH&FW), GOVERNMENT OF INDIA has awarded the Contract for Construction of Residential Complex at AIIMS Patna/ Rishikesh to _____ (Name of the Contract)

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/HLL, the Bank is engaged to pay MOH&FW/HLL, any amount up to and inclusive of the aforementioned full amount upon written order from MOH&FW/HLL to indemnify MOH&FW/HLL 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/HLL 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/HLL 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/HLL 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/HLL and at the cost of the Contractor.

- 4. The guarantee herein before contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
- 5. The neglect or forbearance of MOH&FW/HLL in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by MOH&FW/HLL for the payment hereof shall in no way relieve the bank of their liability under this deed.
- 6. The expressions “MOH&FW/HLL”, “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) **2008** 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**Page 1 of 2****FORM OF CONTRACT AGREEMENT**

This agreement is made at NOIDA on the _____ day of _____ 2008 Between MINISTRY OF HEALTH & FAMILY WELFARE, GOVERNMENT OF INDIA UNDERTAKING _____ hereinafter called “MOH&FW/HLL” of the one part and _____ (Name of Contractor) (Address of Contractor) of _____ hereinafter called “the Contractor” of the other part.

Whereas MOH&FW/HLL is desirous that certain works should be executed, for Construction of Residential Complex for AIIMS Patna/Rishikesh of MOH&FW/HLL hereinafter called “the Project” and has accepted a Bid 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 WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz
 - 2.1 **Volume – I (NIB & Evaluation Criteria)**
 - Notice Inviting Bid
 - Instructions to Bidder
 - Scope of Work
 - Evaluation Process
 - 2.2 **Volume – II (Conditions of Contract)**
 - General Conditions of Contract
 - Special Conditions of Contract
 - 2.3 **Volume – III (Quality Assurance Manual and Specifications)**
 - 2.4 **Volume – IV (Bill of Quantities)**
 - 2.5 **Volume – V (Drawings)**
 - 2.6 **All the correspondence till award of Contract i.e. addendum, LOA etc**
 - 2.7 **Technical and Financial bids submitted by bidder.**

Form D

Page 2 of 2

3. In consideration of the payments to be made by MOH&FW/HLL to the Contractor as hereinafter mentioned, the Contractor hereby covenants with MOH&FW/HLL to execute and complete the Project by **_____ and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. MOH&FW/HLL 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 _____ being the sum stated in the Letter of Award 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/HLL fully indemnified against liability of tax, interest, penalty etc. of the Contractor in respect thereof, which may arise.

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

For and on behalf of the Contractor

For and on behalf of MOH&FW/HLL

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Contractor

Stamp/Seal

SIGNED, SEALED AND DELIVERED

By the said

By the said

Name

Name

on behalf of the Contractor in the presence of:

on behalf of MOH&FW/HLL in the presence

Witness _____

of:
Witness _____

Name _____

Name _____

Address _____

Address _____

Form E

Format for Power of Attorney for authorized signatory

Page 1 of 1

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

Know all men by these presents, We.....(Name of the Bidder 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/HLL/HLL, representing us in all matters before MOH&FW/HLL/HLL, and generally dealing with MOH&FW/HLL/HLL 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 "T-1"**FINANCIAL INFORMATION**

1. **Financial Analysis**-Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income tax Department (Copies to be attached).

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- i) **Gross Annual Turnover on construction works** for last three years ending 31.03.2008
- ii) **Profit / Loss** for last three years ending 31.03.2008
2. Financial arrangements for carrying out the proposed work.

Signature of Chartered
Accountant with Seal

Signature of Applicant.

FORM - 'T - 2'**DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED
DURING THE LAST THREE YEARS ENDING****31 May, 2008**

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)

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)

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) Qualify 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
Page 1 of 3

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
Page 2 of 3

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.	

Form T – 5
Page 3 of 3

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

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

FORM 'T - 6'**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										
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 :										