

**NATIONAL HEALTH MISSION SCHEME (NHM)
UTTAR PRADESH**

Amendment-I, Dated: 20.4.2017

TENDER NO: HSCC/NHM-UP/50 Bed MCH/2017

Project: Construction of 50 Bedded Mother & Child Wing at Khatauli, Muzaffarnagar Nagar Hospital including internal electric, HVAC (as application, HVAC, Fire Fighting etc Under National Health Mission Scheme

The "Prequalification" (Volume-I) of Tender Document has been amended. Bidders are requested to go through it thoroughly and note the changes accordingly

**Chief General Manager (PG-I), HSCC (I) LTD
For & on behalf of Mission Director, NHM,(UP)**

NATIONAL HEALTH MISSION SCHEME

(Government of Uttar Pradesh)

TENDER

FOR

**Construction of 50 Bedded Mother & Child
Wing at District Hospital Khatauli, (U.P.)**

VOLUME – I

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

March- 2017



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

Phone : 0120-2542436-40

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Tender No. HSCC/NHM-UP/50 Bed MCH/ 2017

NATIONAL RURAL HEALTH MISSION (NHM) SCHEME (Government of Uttar Pradesh)

NOTICE INVITING e-TENDER

TENDER NO.: HSCC/NHM-UP/50 Bed MCH/ 2017

Dated: 30.3.2017

Online percentage rate bids are invited on behalf of Mission Director, NHM, U.P., through e-tendering from eligible contractors/firms for the following works:

Name & description of work	Estimated cost (Rs.)	Completion period of work (months)	Last date to fill/upload the tender through e-Tendering.	Bid Security amount (in Rs.)
Construction of 50 Bedded Mother & Child Wing at District Hospital Khatauli Muzaffarnagar (U.P.)	5.51 Crores	15 calendar months	28.04.2017 up to 14:30 hrs. & Opening at 15:00 hrs.	11.04 Lacs.

The bid document is available online from **28.04.2017** For submission & other tender details, please refer detailed NIT on HSCC e-tender portal <http://www.tenderwizard.com/HSCC>. The pre-bid meeting for the work shall be held on 17.04.2017 at 14:30 hrs. at Corporate office of HSCC (India) Ltd., Plot no. E-6(A), Sector-1, Noida (U.P.) Pin 201301

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

**Chief General Manager, HSCC (I) Ltd.
For & on Behalf of Mission Director, NHM (U.P.)**

NATIONAL HEALTH MISSION (NHM) SCHEME

(Government of Uttar Pradesh)

NOTICE INVITING e-TENDER – (Detailed)

TENDER NO.: HSCC/NHM-UP/50 Bed MCH/ 2017

Dated 30.3.2017

Online item rate bids are invited on behalf of Mission Director, NHM, U.P., through e-tendering from eligible contractors/firms for the following works:

Name & description of work	Estimated cost (Rs.)	Completion period of work (months)	Last date to fill/upload the tender through e-Tendering.	Bid Security amount (in Rs.)
Construction of 50 Bedded Mother & Child Wing at District Hospital Khatauli, Muzaffarnagar, Lucknow (U.P.)	5.51 Crores	15 calendar months	28.04.2017 up to 14:30 hrs. & Opening at 15:00 hrs.	11.04 Lacs.

The bidder would be required to register at HSCC e-tender portal <http://www.tenderwizard.com/HSCC>. The bid document is available online from **28.04.2017** For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities. The bidders are required to submit (a) Original non refundable Demand Draft of Rs.10,000/- (Rs. Ten thousand only) as cost of bid, in favour of “ HSCC (India) Ltd.” payable at Noida/Delhi (b) Original bid security in approved form Vol. I of Tender with the office of “Chief General Manager”, HSCC (India) Ltd., Plot no. E-6(A), Sector-1, Noida (U.P.) Pin 201301”, before date and time fixed for opening of bid either by registered post or by hand failing which the bid will be declared non-responsive.

The documents to be uploaded online are listed at **Annexure I**

Complete set of Tender Documents comprising of Volumes- I, II, III, IV, V & VI has been made available at e-tender portal <http://www.tenderwizard.com/HSCC> Interested applicant contractors/firms may like to attend the pre bid meeting which will be held at 14:30 hrs at Corporate office of HSCC (India) Ltd., Plot no. E-6(A), Sector-1, Noida (U.P.) Pin201301 on 17.04.2017

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

**Chief General Manager, HSCC (I) Ltd.
For & on Behalf of Mission Director, NHM (U.P.)**

DISCLAIMER

This document has been prepared by HSCC, on behalf of Mission Director, NHM (U.P.). The information is provided to prospective Bidders, who are interested to Bid for **Construction of 50 Bedded Mother & Child Wing at District Hospital Khatauli, Muzaffarnagar, Lucknow (U.P.)**

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

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

Further NHM, Uttar Pradesh (U.P.)/HSCC does not claim that the information is exhaustive. Respondents to this document are required to make their own inquiry/survey and will be required to confirm, in writing, that they have done so and they did not rely solely on the information given herein.

NHM, Uttar Pradesh (U.P.) reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any respondent.

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

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

Online percentage rate bids are invited on behalf of Mission Director, NHM, U.P., through e-tendering from eligible contractors/firms for the following works:

Name & description of work	Estimated cost (Rs.)	Bid Security amount (in Rs.)	Completion period of work (months)	Last date to fill/upload the tender through e-Tendering and submit the Bid Security, and Cost of Bid Document	Time and Date of Opening of Technical Bids
Construction of 50 Bedded Mother & Child Wing at District Hospital Khatauli, Muzaffarnagar Lucknow (U.P.)	5.52 Crores	11.04 Lakhs	15 calendar months	28.04.2017 up to 14:30 hrs.	Opening on 28.04.2017 at 15:00 hrs.

1. Contractors who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.
 - (a) Should have satisfactorily completed the works as mentioned below during the last SEVEN YEARS ending previous day of last date of submission of tender.
 - (i) Experience should be in the name of the bidding company and not in subsidiary/ associate company/ Group Company etc.
 - (a)
 - (b) (i) Experience of having successfully completed works during the last 7 years ending previous day of last date of submission of tender. The works completed up to previous day of last date of submission of tenders shall also be considered
 Three similar completed works each costing not less than the amount equal to *40% of the estimated cost put to tender*
OR
 Two similar completed works each costing not less than the amount equal to *60% of the estimated cost put to tender*
OR
 One similar completed work of costing not less than the amount equal to *80% of the estimated cost put to tender*
AND
 - (ii) One Completed work of any nature (either part of 1.4.1 (b) (i) or a separate one) costing not less than the amount equal to 40%

of the estimated cost with a Central/State Government department/Central Autonomous Body/State Autonomous Body/Central Public Sector Undertaking/State Public Sector Undertaking.

*“**Similar Works**” shall mean a Project comprising Construction of any RCC framed structure including finishing and related internal plumbing and electrical works.

A certificate from client for completion of similar works must be submitted by the bidder for each work order along with the application. Own works/ work under the same management/ own certification of the bidders shall not be considered for prequalification.

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 last date of receipt of applications for bids.

- (b) Should have had average annual financial turnover of 50% of estimated cost on construction works during the last three years ending 31st March' 2016 (Scanned copy of Certificate from CA to be uploaded)
 - (c) Should not have incurred any loss in more than two years during the last five years ending 31st March' 2016.
 - (d) Should have a solvency of 40% of estimated cost of the work (Scanned copy of original solvency to be uploaded)
2. The intending bidder must read the terms and conditions of **Notice Inviting Bids and the Bid documents** carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
 3. Information and Instructions for bidders posted on website shall form of bid document.
 4. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website **<http://www.tenderwizard.com/HSCC>** free of cost.
 5. But the bid can only be submitted after uploading the mandatory scanned documents such as Demand Draft and Bank Guarantee of any Scheduled Bank towards **Cost of bid document/ Tender Fee** and **EMD/ Bid security** in

- favour of "HSCC India Limited" payable at Noida/Delhi as per details given in the Bid Document.
6. Those contractors not registered on the website mentioned above, are required to get registered beforehand. On online bidding process as per details available on the website.
 7. The intending bidder must have valid class-III digital signature to submit the bid.
 8. On opening date, the contractor can login and see the bid opening process.
 9. Contractor can upload documents in **JPG** format or **PDF** format.
 10. **Certificate of Financial Turnover:** At the time of submission of bid, contractor may upload Affidavit/Certificate from CA mentioning Financial Turnover of last 3 years or for the period as specified in the bid document and the relevant pages of the Profit & Loss Statement and Balance sheet from the annual report.
 11. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue. if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "**0**" (**ZERO**)
 12. The Technical bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.
 13. Pre Bid conference shall be held at 14:30 hrs at Corporate Office of HSCC (India) Ltd on **17.04.2017** to clear the doubt of intending bidders, if any.
 15. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

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Chief General Manager, HSCC (I) Ltd.
For & on Behalf of Mission Director, NHM (U.P.)

NATIONAL RURAL HEALTH MISSION (NHM), ANSARI NAGAR, UTTAR PRADESH (U.P.)

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

- I. Demand Draft /Bank Guarantee of any Scheduled Bank against EMD.
- II. Demand Draft of any Scheduled Bank towards cost of Bid Document.
- iii. Form of Bid and Appendix (**Form A**) for the Bid
- iv. Power of attorney (**Form E**) in favour of the person signing the Bid
- v. Litigation History (**Form G**)
- vi. Affidavit/ Undertaking for engaging specialized agencies - (**Form H**)
- vii. Affidavit by Bidder (**Form K**)
- vii. Affidavit by Bidder (**Form L**)
- viii. Bidding capacity
- viii. Form "T-1" (Financial Information) – Annual Financial Statement for the last FIVE YEARS
- viii. Form "T-1-B" (Solvency Certificate from a Scheduled Bank)
- ix. Form "T-2" (List of all works of similar nature successfully completed during the last seven years)
- x. Form "T-3" (List of Project under execution or award). Information in Form T-3 should be complete and no work should be left out.
- xi. Form "T-4" (Performance Report of Works)
- xii. Form "T-5" (Structure and Organization)
- xiii. Form "T-6" (Details of Technical & Administrative personnel)
- xiv. Form "T-7" (Details of Construction Plant and equipment for carrying out the work)
- xv. **Complete Bid documents, as listed in Notice Inviting Bids i.e. Vol.- I, II, III, IV & VI excluding the Bill of Quantities (Volume –V) but including amendment(s)/ addendum(s)/ Corrigendum(s) / Clarification(s) issued, if any.**
- xvi. Copies of Works Contract Tax/ VAT Registration or undertaking in this regard as per Clause 1.27
- xvii. Undertaking as per requirements of Clause 1.28 (as per format Form M)
- xviii. Integrity Agreement duly signed by the person authorized to sign the bid on behalf of the bidder.
- xviii. Any other Document as specified in the bid document

Definitions

1. **“Application”** shall mean the response submitted by interested parties.
2. **“BID/Tender”** shall mean documents issued by NHM, Uttar Pradesh (U.P.)/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 Accepting Authority on behalf of NHM, Uttar Pradesh (U.P.)/ their authorized representative.
7. **“Contract Price”** shall mean the financial bid of the Successful Tenderer as accepted by the Client.
8. **“Client”** means **NHM (U.P.)** 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 later 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 Engineer Officer as mentioned in Schedule ‘F’ hereunder, as authorized by the Client.
12. **“Evaluation Committee”** shall mean the committee for the evaluation of the bids.
13. **“HSCC”** shall mean HSCC (India) Ltd., having its Office at E-6(A), Sector -1, Noida, appointed by NHM (U.P.) as a Consultant for the project.
14. **“Letter of Award”** shall mean the letter issued by the Client/ HSCC to the Successful Tenderer inviting him to sign the Contract Agreement.
15. **“NHM (U.P.)”** shall mean National Rural Health Mission (NHM), Uttar Pradesh (U.P.).
16. **“Performance Guarantee”** 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 50 Bedded Mother & Child Wing at District Hospital Khatauli, Muzaffarnagar (U.P.)**
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 eligibility criteria.
22. **“Scheduled bank”** means **“Scheduled commercial Bank”**
23. **“Employer/Principal Employer”** means **National Rural Health Mission (NHM), Uttar Pradesh (U.P.)**.
24. **“NIT”** means **Notice Inviting Tender**. The word **“Notice Inviting Tenders”** is synonymous with **“Notice Inviting Bids”**.
25. **“ITB”** means **Instructions to Bidders**

NOTICE INVITING BIDS

MISSION DIRECTOR, (NHM), UTTAR PRADESH (U.P.)

1. Tender on % (Present Rate basis are invited on behalf of the Mission Director, NHM (U.P.) from eligible contractors through e-tendering as per eligibility criteria laid down, for the work of "Construction of 50 Bedded Mother & Child Wing at District Hospital Khatauli, Muzaffarnagar (U.P.).

1.1 The work is estimated to cost as given in Table - I. This estimate, however, is merely a rough guide. Chief General Manager, HSCC (India) Ltd., E-6(A), Sector 1, Noida-201301 will deal with all the matters relating to invitation of tenders. Any clarification shall be sought from Chief General Manager, HSCC (India) Ltd., E-6(A), Sector 1, Noida-201301. The NIT and other details are also available on the on the HSCC e-tender portal <http://www.tenderwizard.com/HSCC>.

1.2 Pre bid conference will be held on **17.04.2017** at 14:30 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. <http://www.tenderwizard.com/HSCC>. Chief General Manager, HSCC (India) Ltd. may also be contacted in this regard.

1.3 TABLE - I

Name & description of work	Estimated cost (Rs.)	Completion period of work (months)	Last date to fill/upload the tender through e-Tendering.	Bid Security amount (in Rs.)	Cost of Tender (Tender Document Fee) (in Rs.)
Construction of 50 Bedded Mother & Child Wing at District Hospital Khatauli, Muzaffarnagar, Lucknow (U.P.)	5.51 Crores	15 calendar months	28.04.2017 upto 14:30 hrs.	11.04 Lakhs	10,000/-

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

1.4.1 Eligibility Criteria

The Tenderer should meet the following minimum eligibility criteria:

Bidders who fulfil the following requirement shall be eligible to apply:

Notwithstanding anything contained in this tender document, the companies which are not registered in India are not permitted to participate in this tender and Joint ventures of whatsoever kind are not accepted.

- (c) Experience should be in the name of the bidding company and not in subsidiary/ associate company/ Group Company etc.
- (d) (i) Experience of having successfully completed works during the last 7 years ending previous day of last date of submission of tender. The works completed up to previous day of last date of submission of tenders shall also be considered.:

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

OR

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

OR

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

AND

- (iii) One Completed work of any nature (either part of 1.4.1 (b) (i) or a separate one) costing not less than the amount equal to *40% of the estimated cost* with a Central/State Government department/Central Autonomous Body/State Autonomous Body/Central Public Sector Undertaking/State Public Sector Undertaking.

***“Similar Works”** shall mean a Project comprising Construction of any RCC framed structure including finishing and related internal plumbing and electrical works.

- (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) **To become eligible to bid, the bidders shall have to submit an affidavit with their bids and as per Annexure L and reproduced hereunder.**

“I/We undertake and confirm that eligible similar works(s) as mentioned in Form T-2 has/have been executed by us directly and has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department/HSCC, then I/We shall be debarred for tendering in Department/HSCC contracts in future forever. Also, if such a violation comes to the notice of Department/HSCC before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.”

- (g) **Turnover:** Average annual financial turnover on construction works should be at least 50% of the estimated cost during the immediate last Three consecutive financial year ending 31st March, 2017. Turnover should be of the Bidding Company and not for group company or subsidiary company etc.
- (h) **Profit / loss:** The Company should have a positive Net Worth and should have incurred loss in not more than Two years in last Five years ending FY 2015-16. This should be duly certified by the Chartered Account.
- (i) **Solvency Certificate:** Solvency of the amount equal to 40% of the estimated cost of the work.
- (j) **Bidding Capacity:** 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:
Bidding Capacity= (A*N*2)-B
Where
A = Maximum turnover in construction works executed in any one year during the last 5 years taking into account the completed as well as work in progress. The value of completed work shall be brought to current costing level by enhancing at a simple rate of 7% per annum.
N= Number of years prescribed for completion of work for which bids has been invited.
B= Value of existing commitments and on going works to be completed during the period of completion of work for which bids have been invited.
- (k) **Direct/indirect Joint Ventures (JV)/ Consortium of any kind are not permitted.**

1.5.1 The time allowed for carrying out the work will be **15 months** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing/ milestones, indicated in the tender documents.

1.6 (i) The site for the work is available.

- (ii) The architectural and structural drawing for the work is available
Or

The architectural and structural drawings shall be made available in phased manner, as per requirement of the same as per approved programme of completion submitted by the Contractor after award of the work.

- 1.7 The bid documents consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents is available on line from **17.04.2017** on HSCC e-tender portal <http://www.tenderwizard.com/HSCC> free of cost.
- 1.8 Last date to fill/upload the tender through e-Tendering is **28.04.2017** upto **14:30 hrs.** & Opening is at 15.00 hrs.
- 1.8.1 The intending bidder must have **Class-III digital signature** to submit the bid. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
- 1.9 The Bid shall be accompanied with Earnest money of **Rs. 11.04 Lacs.** of the tendered amount in shape of demand draft of a scheduled bank issued in favour of "HSCC (India) Ltd." payable at Noida/ Uttar Pradesh (U.P.) or Bank Guarantee in favour of "HSCC (India) Ltd." as per Form B, having validity for 180 days or more from the last date of receipt of tenders or any extension thereof.

Earnest Money in the form of Demand Draft or Bank Guarantee shall be scanned and uploaded to the e-Tendering website within the period of bid submission and original should be deposited in office of the Chief General Manager, HSCC (India) Ltd., Plot no. E-6(A), Sector-1, Noida (U.P.), Pin No. 201301

Interested contractor who wish to participate in the bid has also to make following payments in the form of Demand Draft of any Scheduled Bank and to be scanned and uploaded to the e-Tendering website within the period of bid submission:

- (i) Cost of Bid Document – as mentioned in detailed NIT, drawn in favour of "HSCC (India) Ltd" payable at Noida/ Uttar Pradesh (U.P.).

Demand Draft or Bank Guarantee against EMD and Cost of Bid Document shall be placed in single sealed envelope superscripted as "Earnest Money and Cost of Bid Document" with name of work and due date of opening of the bid also mentioned thereon and to be submitted in the office of **Chief General Manager, HSCC (India) Ltd., Plot no. E-6(A), Sector-1, Noida (U.P.) Pin 201301** before the last date & time of submission of bid and up to 14:30 hrs on **28.04.2017** the documents submitted shall be opened at 15:00 hrs on the same day.

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

- 1.9.1. The bid submitted shall become invalid and cost of bid & e-Tender processing fee shall not be refunded if:
- (i) The bidder is found ineligible.
 - (ii) The bidder does not upload all the documents (including service tax registration/ VAT registration/ Sales Tax registration) as stipulated in the bid document.
 - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority.
- 1.10 The tender comprising the Instructions to bidders, Technical Package Part-I, Technical Package Part-II and Financial Package as detailed in clause 2.3.6 and 2.3.7 of ITB shall be submitted online, each marked as per clause 2.3.12 of ITB. upto 1430 hrs on **28.04.2017** and will be opened at HSCC, Head office, Noida on the same day at 1500 hrs i.e. on **28.04.2017**. Technical Package Part-II” of only those tenderer, whose earnest money, placed in the other envelope, is found to be in order, shall be opened.
- 1.11 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 Demand Draft or Bank Guarantee of any scheduled bank based in India, in favour of “HSCC (India) Ltd.” as per Form C. **Performance Bank Guarantee has to be valid up to three months beyond the defect liability period or the extended period, thereof.**
- 1.12 In case the contractor fails to deposit the said performance guarantee within the period as indicated in schedule ‘F’, including the extended period if any, the earnest money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
- 1.13 **Evaluation of performance:**
Evaluation of the performance of contractors for eligibility shall be done by HSCC. If required, the works executed by the bidders who otherwise qualify may be got inspected by HSCC or a committee or any other authority as decided by Client.
- 1.14 The description of the work is as follows:- The work involves “**Construction of 50 Bedded Mother & Child Wing at District Hospital Khatauli, Muzaffarnagar (U.P.)**”. Further details can be seen at HSCC e-tender portal <http://www.tenderwizard.com/HSCC> .

- 1.16 Copies of other drawings and documents pertaining to the works are available online for bidders at HSCC e-tender portal <http://www.tenderwizard.com/HSCC>
- 1.17 Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the 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 Accepting Authority does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
- 1.19 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 1.20 The Accepting Authority reserves to himself the right of accepting the whole or any part of the tender and the bidder shall be bound to perform the same at the rate quoted.
- 1.21 The contractor shall not be permitted to tender for works in case his near relative is Gazetted officer in Mission Director, or in the Managerial cadre of HSCC and is directly dealing with the Project. Any breach of this condition by the contractor would disqualify him from participation and consideration in the tender process.
- 1.22 No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

- 1.23 The tender for the works shall remain open for acceptance for a period of **180** days from the LAST date of submission of bid or any extension thereto. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, then the Client shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the re-tendering process of the work.
- 1.24 This is a Time Bound Project
- 1.25 The work includes a number of specialized Electrical/ Mechanical/ Electronic/ Medical Engineering services to be executed as integral parts of the project by engaging Specialized agencies in each case meeting eligibility criteria as per CPWD works Manual 2012/ approved makes specified in Technical Specifications (Volume IV).
Some of the Specialized Services (as applicable) are:-
- HVAC/air conditioning
 - Internal and external Electrification
 - Lifts
 - Comprehensive fire Protection System
 - CCTV and Security System
 - Solar Panel
 - Modular OTs
 - Medical Gases Manifold System
 - Central Hot Water Supply
 - EPABX/ Communication System
 - Dish Antenna/ TV Cabling
 - STP/ WTP
 - Water Supply for site
 - Horticulture
- 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 his firm registered for **Uttar Pradesh (U.P.)** VAT, PF, ESIC, Building Cess 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/NHM (U.P.)/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.

Following shall also be part of the contract:

Standard CPWD forms as mentioned in Schedule F consisting of:

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

1.30 Bid document consists of :

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

1.30.2 Volume – II (General Conditions of Contract)

1.30.3 Volume – III (Specific Conditions of Contract)

1.30.4 Volume – IV (Technical Specifications)

1.30.5 Volume – V (Bill of Quantities)

1.30.6 Volume – VI (Tender Drawings)

All amendments(s)/ corrigendum, if any.

1.31 NHM, Uttar Pradesh (U.P.)/ HSCC reserves the right to accept or reject any or all the tenders without assigning any reason, No Bidder shall have any cause of action or claim against the NHM (U.P.)/ HSCC for rejection of his tender.

Signatures of Authorized Representative of
Chief General Manager, HSCC (I) Ltd.
For & on Behalf of Mission Director, NHM (U.P.)

SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

2.0 Introduction:

“Construction of 50 Bedded Mother & Child Wing at District Hospital Khatauli, Muzaffarnagar (U.P.)”.

The scope of work shall also include Electrical works, plumbing, sanitary, sewerage, storm water drainage & fire fighting works etc. including maintenance during defect liability period including & preparation of all detailed shop drawings, obtaining approval from all local authorities, electrical inspector, water, sewer, drainage, electricity connection from local bodies, permission/approval for tree cuttings etc.

Approval from local body means approval of entire building/structure for hostel IV

2.1 Eligibility Criteria : As per Notice inviting Bids

2.2 Disqualification. *Even if a Contractor meets the eligibility criteria as Client/Department may, at their discretion and at any stage during the selection process or execution of the Project, order disqualification of the contractor if the Contractor has:*

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

2.3 BID Documents :

2.3.1 Contents of BID Documents

BID Document shall consist of the documents listed in this document along with any schedules, addendum or corrigendum etc issued by NHM, Uttar Pradesh (U.P.) 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/ NHM, Uttar Pradesh (U.P.) 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, HSCC (India) Ltd., Plot no. E-6(A), Sector-1, Noida (U.P.) Pin201301 in writing or by tele-fax at the mailing address indicated in Notice Inviting Bid. Chief General Manager, 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, HSCC (India) Ltd. response (including an explanation on the query but without identifying the source of the inquiry) will be sent to all prospective Bidders to whom, the BID document has been issued and also uploaded on the HSCC e-tender portal <http://www.tenderwizard.com/HSCC>. 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, NHM, Uttar Pradesh (U.P.)/ HSCC, may, for any reason, whether at its own initiative or in response to a clarification or query raised by prospective Bidders, modify the BID document by an amendment.
- ii. The said amendment in the form of the addendum/ corrigendum will be made available on the website of HSCC e-tender portal not **later than 3 days** prior to the original or extended deadline for the submission of the bids. 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 NHM, Uttar Pradesh (U.P.) may, at its discretion, extend the deadline for the submission of Bids.
- iv. The above information will only be placed on HSCC e-tender portal and it will be the responsibility of the bidders to read.

2.3.5 Preparation of Bid:

a) Bidder's responsibility:

- i. The Bidder is solely responsible for the details of his Bid and the preparation of Bids.
- ii. The Bidder is expected to examine carefully all the contents of BID document as mentioned in Notice Inviting Bids including instructions, conditions, forms, terms, etc and take them fully into account before submitting his offer. Bids, which do not satisfy all the requirements, as detailed in these documents, are liable to be rejected as being unresponsive.
- iii. The Bidder shall be deemed to have inspected the Site and its surroundings and taken into account all relevant factors pertaining to the Site, while preparing and submitting the Bid.

b) **Project Inspection and Site Visit**

Any Site information given in this Bid Document is for guidance only. The Bidder is advised to visit and examine the Site of works and its surroundings at his/their cost and obtain at his/their own responsibility, any information that may consider necessary for preparing the Bid and entering into a Contract with Client/NHM (U.P.), including availability of electricity, water and drainage, where applicable. NHM (U.P.)/ HSCC shall not be liable for such costs, regardless the outcome of the selection process.

- c) Documents Comprising the Bid
Bidder shall submit their Bids online only in two packages namely the Technical Package and the Financial Package. The contents of the technical and financial package are as mentioned hereinafter 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) Technical Package Part –I ; Shall be submitted in ORIGINAL in envelope no. 1 with a copy uploaded online and shall comprise the following :

- i. Original Non-refundable Demand Draft as mentioned in detailed NIT, as Tender Fee
- ii. Bid Security, in original,
 - a. The Bidder shall enclose EMD with their Bid for an amount, as mentioned in Notice Inviting Bids.
 - b. The EMD will be in the form of demand draft of a scheduled bank issued in favour of “HSCC (India) Ltd.” payable at Noida/ Uttar Pradesh (U.P.) or Bank Guarantee in favour of “HSCC (India) Ltd.” as per Form B, having validity for 180 days 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 180 days 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/ NHM (U.P.).
 - d. The Bid securities of unsuccessful Bidders shall be discharged/ returned by HSCC/ NHM, Uttar Pradesh (U.P.) 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). Technical Package Part –II ; Shall be submitted online only duly digitally signed & stamped by authorized signatory and comprise the following:

- i. **Checklist for the enclosed documents to be uploaded as per the format attached (Annexure I)**
- ii. Original affidavit (as per format at Form K)
- iii. Form of Bid and Appendix as per format at Form A, duly signed and filled
- iv. Power of attorney (**Form E**) in favour of the person signing the Bid
- v. Litigation History (**Form G**)
- vi. Affidavit/ Undertaking for engaging specialized agencies - (**Form H**)
- vii. Affidavit by Bidder (**Form K**)
- viii. Affidavit by Bidder (**Form L**)
- ix. Bidding Capacity as per Clause no. 1.4.1 (i) of Vol.-I (NIT & PQ)
- x. Form "T-1" (Financial Information) – Annual Financial Statement for the last five year
- xi. Form "T-1-B" (Solvency Certificate from a Scheduled Bank)
- xii. Form "T-2" (List of all works of similar nature successfully completed during the last seven years)
- xiii. Form "T-3" (List of Project under execution or award). Information in Form T-3 should be complete and no work should be left out.
- xiv. Form "T-4" (Performance Report of Works)
- xv. Form "T-5" (Structure and Organization)
- xvi. Form "T-6" (Details of Technical & Administrative personnel)
- xvii. Form "T-7" (Details of Construction Plant and equipment for carrying out the work)
- xviii. Complete Bid documents, as listed in Notice Inviting Bids i.e. Vol.- I, II, III, IV & VI excluding the Bill of Quantities (Volume –V) but including amendment(s)/ addendum(s)/ Corrigendum(s) / Clarification(s) issued, if any.
- xix. Copies of Works Contract Tax/ VAT Registration or undertaking in this regard as per Clause 1.27
- xx. Undertaking as per requirements of Clause 1.28
- xxi. Integrity Agreement duly signed by the Authorized Signatory on behalf of the bidder.

2.3.7 Contents of Financial Package

- a) The financial package (**VOLUME V - BILL OF QUANTITY/ PRICE BID**) should be submitted **ONLINE** only. 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. The Bidder must ensure to fill up price against each item of Price bid. If any cell is left blank then value of that cell shall be treated as "**0**" (**ZERO**).

b) Procedure for dealing with ambiguities in rates:

That if on check there are differences between the rates given by the contractor in words and in figures or in amount worked out by him, the following procedure shall be followed:

- (a). In e-Tendering intending bidder can quote his rates in figures only. The rates in words, amount of each item and total is generated automatically. Therefore, the rate quoted by the bidder in figures is to be taken as correct.
- (b). In the case of percentage rate bid also the bided percentage quoted in figures is to be taken as correct.
- (c). In Lump Sum Contracts the amount quoted in figures is to be taken as correct.

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, NHM, Uttar Pradesh (U.P.)/ 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 financial package/ bid) shall be digitally signed by a person duly authorized to sign the Bid documents. The Bidder shall also submit a power of attorney authorizing the person signing the documents.
- b. Entries to be filled in by the Bidder shall be typed or written in indelible ink.
- c. The complete Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by NHM (U.P.)/ 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 along with documents and mode of submission mentioned at Clause 2.3.6 & 2.3.7 of Volume I and also mentioned in the Checklist at **Annexure - I at page no. 34 of this volume I.**

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

2.3.13 Submission of Bids

Bids should be submitted online to:

Chief General Manager (PG-I),
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 NHM (U.P.)/ HSCC may, at their discretion, extend this date, in which case all rights and obligations of the NHM, Uttar Pradesh (U.P.) 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. Required documents which are required to be submitted in original as per mode defined in **Checklist at Annexure I at page 34 of volume I**, shall be submitted by hand or through registered post or courier service at the address mentioned above. NHM (U.P.)/ HSCC shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of said documents in time.
- iii. Required documents sent telegraphically or through other means of transmission (Tele-fax, E-mail etc.), which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.
- iv. Modifications/ Substitution/ Withdrawal of Bids
 - (a) No modification or substitution of the submitted Bid shall be allowed after last date of submission of bids.
 - (b) A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by NHM, Uttar Pradesh (U.P.)/ HSCC before the last date for submission of Bids.
 - (c) Only a single copy of the withdrawal notice shall be prepared and each page of the notice shall be signed and stamped by the authorized signatory. The notice shall be duly marked "WITHDRAWAL". This withdrawal notice will be opened at the time of opening of bid and not earlier. The signature of GPA holder will be verified and withdrawal shall be considered only in case both are same.
- v. Bid Due Date
 - a. Bids should be received at the address mentioned in this document, on or before the stipulated/extended time and date as specified in Notice Inviting Bids.
 - b. HSCC/ NHM (U.P.) 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 NHM (U.P.)/ HSCC and act as the contact person. The format for the power of attorney shall be as per form E of Bid Document Volume I. In case bids are signed by Managing Director/Partner/Proprietor himself, PoA is not required.

2.3.15 Bid Opening and Evaluation:

Bid Opening

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

2.3.16 Determination of Responsiveness

- i. Prior to the detailed evaluation of Bids, NHM (U.P.)/ HSCC will determine whether each Bid is responsive to the requirements of the tender.
- ii. For the purpose of this clause, a responsive Bid is one which:
 - a. have digital signature.
 - b. is accompanied by the power(s) of attorney if required
 - c. contains all the information as requested in the Bid Document
 - d. contains information in formats same/similar as those specified in

this Bid Document

- e. mentions the validity period of the offer
 - f. is accompanied by the Bid Security/ EMD,
 - g. Conforms to all the terms, conditions and specifications of Tender without material deviation or reservation. "Deviation" may include exceptions and exclusions. A material deviation or reservation is one which affects, in any substantial way, the scope, quality, performance or administration of the works to be undertaken by the Bidder under the Contract, or which limits in any substantial way, HSCC/Client's rights or the Bidder's obligations under the Contract as provided for in Bid and/or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price.
- iii. If a Bid is not substantially responsive to the requirements of Bid, it will be rejected by NHM (U.P.)/ HSCC. The decision of the HSCC in this regard shall be final and binding. The financial Packages of non-responsive Bidders shall not be opened.

2.3.17 Evaluation of Bids

- i. NHM (U.P.)/ HSCC would examine and evaluate responsive Bids, as per the criteria set out in this document at Section IV Evaluation Process
- ii. NHM, Uttar Pradesh (U.P.) 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 NHM (U.P.) / HSCC Evaluation Committee in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of Contract, shall result in the rejection of their Bid.

2.3.20 Award of Contract

i. Award Criteria

NHM, Uttar Pradesh (U.P.)/ HSCC, for and on behalf of the Employer will declare the Bidder ranked L1 as Successful Bidder and proceed to issue Letter of Award (LOA) as per the procedure mentioned in the Bid Document and terms and conditions set out in this Bid document.

ii. Notification of Award

- i. Prior to the expiry of the period of Bid Validity, NHM, Uttar Pradesh (U.P.)/ HSCC 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 NHM, Uttar Pradesh (U.P.) 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 NHM (U.P.)/ HSCC 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, NHM (U.P.)/ HSCC will promptly notify the other Bidders and discharge / return their Bid securities.

iii. Signing of Agreement

- i. NHM (U.P.)/ HSCC shall prepare the Contract Agreement in the Proforma (Form D) included in this document, duly incorporating all the terms of agreement between the two parties. Within 30 days from the date of issue of the Letter of Award the Successful Bidder will be required to execute the Contract Agreement.
- ii. Prior to the signing of the Contract Agreement, the Successful Bidder shall submit Performance Security.
- iii. The Contract Agreement shall be duly signed by NHM, Uttar Pradesh (U.P.)/ HSCC or its assignees or any agency appointed by them and the contractor through their authorized signatories.
- iv. In case the Successful Bidder does not sign the Contract Agreement, NHM (U.P.)/ HSCC reserves the right to cancel the selection process, forfeit any Bid Security and/or Performance Guarantee, as the case may be, submitted by the Successful Bidder and either re-Bid or proceed in any manner that it may deem fit.
- v. Contract agreement will be signed on the original tender documents

uploaded by HSCC on e-tender portal while inviting the bid and financial bid as uploaded by the bidder.

iv. Performance Security

- i. The Successful Bidder shall furnish to HSCC, a bank guarantee for an amount of 5% of the total Contract Price, towards Performance Security in accordance with the provisions in the General Conditions of Contract and remaining 5% shall be retained from the running bills. This guarantee shall be in the form of Demand Draft or Bank Guarantee of any scheduled commercial bank based in India, in favour of "HSCC (India) Ltd." as per Form C. The Performance Security shall be furnished within the time limit specified in Notice Inviting Bids.
- ii. The Bank Guarantee should be valid up to Six (06) months beyond the Defects Liability Period or the extended period, thereof.
- 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

v. 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.

vi. Defects Liability Period

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

vii. Ownership of the Designs and Drawings

- i. All copyright and other proprietary rights in the Works shall vest and stand assigned to NHM, UTTAR PRADESH (U.P.)/HSCC shall consequently own, absolutely and exclusively on a worldwide basis, the whole of property, rights, title and interest including all copyright in the Works, present or future, vested or contingent, generally and without limitation, for the whole term of the copyright, including the right to modify and/or make any alterations to the Works and all the above

rights shall not lapse even if such rights are not exercised by NHM, UTTAR PRADESH (U.P.) 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 NHM, UTTAR PRADESH (U.P.) to give effect to and secure the above mentioned rights of NHM, UTTAR PRADESH (U.P.) 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 HSCC and any such act without the permission of HSCC shall constitute violation of Intellectual Property Rights.
- iii. Even in the event of stoppage/cancellation of the selection process, all documents/designs/drawings submitted by the Bidders to the HSCC/NHM, UTTAR PRADESH (U.P.) on or before the cancellation of the selection process shall become the property of the client/HSCC and the Bidders shall have no claim on such documents/design.

viii. Right to modify the design

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

ix. HSCC/Client's right to accept any Bid and to reject any or all Bids

- i. Notwithstanding anything above, HSCC/ Client 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. NHM, Uttar Pradesh (U.P.)/HSCC reserves the right to cancel/annul the selection process, at any stage prior to the award of the Contract, in larger public interest, on account of the following:
 - a) in case no Bid/ a single Bid is received.
 - b) occurrence of any event due to which it is not possible to proceed with the selection process
 - c) an evidence of a possible collaboration/mischief on part of Bidders, impacting the competition and transparency of the selection process,
 - d) any other reason, which in the opinion of the HSCC/Client necessitates the cancellation of the selection process
- iii. On occurrence of any such event, NHM, UTTAR PRADESH (U.P.)/ HSCC shall notify all the Bidders within 7 days of such decision. HSCC shall also promptly return the Bid Security submitted by the Bidders

within 15 days of issue of such notice. NHM, UTTAR PRADESH (U.P.) is not obligated to provide any reason or clarification to any Bidder on this account. NHM, UTTAR PRADESH (U.P.)/ HSCC's liability under this clause is restricted to returning the Bid Security and no other reimbursements of costs/ expenses of any type shall be made by HSCC on this account.

- iv. 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.

All amendments/ addendum shall be made available at HSCC e-tender portal <http://www.tenderwizard.com/HSCC>. It will be the responsibility of the bidder to see the web site regularly and update.

SECTION-III

SCOPE OF WORK

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

Construction of 50 Bedded Mother & Child Wing at District Hospital Khatauli, Muzaffarnagar (U.P.) including finishing, electrical works, fire-fighting work, fire detection, sanitary, plumbing works, external development works, roads works, drainages, Landscaping, Horticulture Services, Signages ,etc.

2. Detailed architectural RFC Drawings for Architecture, Structure and Services shall be provided by consultant to the contractor. The Contractor will prepare, shop drawings based on the drawings given by client/ consultant for all services eg. Electrical, Plumbing, Fire fighting, fire detection, etc. The contractor shall make all necessary co-ordination.
3. The building plans and Master plan 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 (except pre-construction from Municipal and other local bodies) including Municipal bodies, Water supply agencies concerned, Electric Supply and inspectorate. Agencies concerned, such as, but not limited to, Police and Security Agencies, Chief Controller of Explosives, Fire Department, Civil Aviation Department, concerned in accordance to prevailing rules, Building Bye-Laws, tree cutting etc., as the case may be with related to/ required for Construction/Completion. All expenditure on this account will be borne by the contractor.

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

- Construction Permit if required
- NOC from Chief Fire Officer
- NOC from Lift Inspector where/if lifts are provided and in scope of works.
- Occupancy certificate
- Obtaining 3-Star GRIHA Rating Certification

Client/ HSCC may, at the written request of the Contractor, assist him in obtaining the approvals from relevant authorities. However any such request by the Contractor shall not bind the Client/HSCC in any manner.

SECTION IV

EVALUATION PROCESS

4.1 Evaluation Process:

The Bids will be evaluated in the following stages:

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

4.2 Stage 1-Technical Evaluation

- i. The technical Bids shall be evaluated as per criteria mentioned in Clause 1.4 in respect of experience of similar class of works completed, bidding capacity and financial turnover etc. will first be scrutinized and bidder's eligibility for the work be determined.
- ii. The bidders qualifying the initial criteria as set out in Clause 1.4 will be evaluated for following criteria by scoring method on the basis of details furnished by them.

(a) Financial strength (Form 'T-1' & 'T-1 B') –	Maximum 20 marks
(b) Experience in similar nature of work during last seven years (Form 'T-2')	Maximum 20 marks
(c) Performance on works (Form 'T-4') – Time over run	Maximum 20 marks
(d) Performance on works (Form 'T-4') – Quality	Maximum 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 short listing, the bidder must secure at least 50% marks in each attribute and minimum 60% marks in aggregate.

- iii. The financial Bid of only those Bidders who are technically qualified shall be opened.
- iv. The financial Bids of Bidders whose technical Bids are found unacceptable shall be not be opened
- v. NHM (U.P.)/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 as decided by Client shall be opened and the decision of Client will be final and binding.
(b) The date and time of opening of financial bids shall be decided by Department which will be intimated at an appropriate time

4.4 Letter of Award:

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

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

S.No	Name of Document	Mode of submission	Page No. (Ref.)
1.	Non refundable Demand Draft of Rs.10,000/- (Rs. Ten thousand only) as cost of bid, in favour of " HSCC India Limited " payable at Noida /Delhi	In Original & Copy Online	
2.	Bid Security (Form B) in separate sealed envelope	In Original & Copy Online	

TECHNICAL PACKAGE - Part II

S.No	Name of Document	Mode of submission	Page No. (Ref.)
1.	Checklist for the enclosed documents as per the format attached (Annexure I)	Online	
2.	Form of Bid and Appendix thereof (Form A)	Online	
3.	Format for Performance Security Bank Guarantee (Form C)	Online	
4.	Format for Contract Agreement (Form D)	Online	
5.	Power of attorney (Form E) in favour of the person signing the Bid	Online	
6.	Litigation History (Form G)	Online	
7.	Affidavit for engaging specialized agencies (Form H)	Online	
8.	Affidavit by Bidder on duly notarized non judicial stamp paper of Rs. 100 /=(Form K)	Online	
9.	Affidavit by Bidder (Form L) on a duly notarized non judicial Rs 100/- stamp paper	Online	
10.	Form " Form "T-1" (Financial Information)	Online	
11.	Form "T-2" (Details of works)	Online	
12.	Form "T-3" (Project under execution of award)	Online	
13.	Form "T-4" (Performance Report of Works)	Online	
14.	Bidding Capacity as per clause no. 1.4 (j) of Vol.-I	Online	
15.	Form "T-5" (Structure and Organization)	Online	
16.	Form "T-6" (Details of Technical & Administrative personnel)	Online	
17.	Form "T-7" (Details of Construction Plant for carrying out the work)	Online	
18.	Form T-8 Criteria for Evaluation of Performance	Online	
19.	To be uploaded complete Bid documents, as listed in Notice Inviting Bids i.e. Vol.- I, II, III, IV & VI excluding the Bill of Quantities (Volume –V) but including amendment(s)/addendum(s)/ Corrigendum(s) /Clarification(s) issued, if any.	Online	
20.	Copies of Works Contract Tax/VAT Registration or undertaking in this regard as per clause 1.27	Online	
21.	Undertaking as per requirements of Clause 1.28	Online	
21.	Integrity Agreement duly signed by the authorized signatory on behalf of the bidder	Online	

FINANCIAL PACKAGE COMPRISING OF:

S.No	Name of Document	Mode of submission	Page No. (Ref.)
1.	Financial bid (Bill of Quantities – Volume-V)	Online	

Note: The bidders are required to submit all documents duly authenticated by digital signatures and online only. No hard copy of the documents is required to be submit except (a) Original non refundable Demand Draft of Rs.10,000/- (Rs. Ten thousand only) as cost of bid, in favour of " HSCC India Limited " payable at Noida/Delhi (b) Original bid security as per approved form B, Vol.1 of tender to the office of Chief General Manager, HSCC (India) Ltd., Plot no. E-6(A), Sector-1, Noida (U.P.) Pin201301, before date and time fixed for opening of bid either by registered post or by hand failing which the bid will be declared non-responsive.

Form A-Form of Bid and Appendix

FORM OF BID

Name of the Work: Construction of 50 Bedded Mother & Child Wing at District Hospital Khatauli, Muzaffarnagar (U.P.)

**Chief General Manager,
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 NHM, UTTAR PRADESH (U.P.)/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 180 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 NHM, UTTAR PRADESH (U.P.)/HSCC, if it finds anything to the contrary, to

declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

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

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

Dated this.....day of.....**2017**

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	30 days from letter of award or 30 days after handing over of site which ever is later.
iii.	Time for completion	18 Calendar months
iv.	Amount of compensation in case of extension of completion date due to delays by the Contractor	As per Clause 2 of GCC
v.	Defects Liability Period	12 months
vi.	Operation & Maintenance Period	<i>During Defect Liability Period, i.e. 12 months</i>
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

Place

.....

Name

Address

Form B

FORMAT FOR EMD/ BID SECURITY BANK GUARANTEE
(To cover payment of Bid Security and Conditions of Contract)

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

To

M/s _____,
_____,

Dear Sir,

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

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

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

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

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

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

This guarantee shall continue to be in full force and effect for a period of 180 days from the date of submission of Bid. Notwithstanding the above limitations, we shall honour and discharge the claims preferred by you within thirty days of expiry of this guarantee.

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

Dated this day of

Yours faithfully,

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

Signature of authorized bank official

Name:
Designation:
Stamp/Seal of the Bank:

Form-C

FORM OF PERFORMANCE SECURITY BANK GUARANTEE

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

To,

M/s HSCC (India) Ltd.,
Plot No. 6(A), Block E, Sector 1,
NOIDA - 201 301.

Dear Sir,

In consideration of the NHM, Uttar Pradesh (U.P.) for "Construction of 50 Bedded Mother & Child Wing at District Hospital Khatauli, Muzaffarnagar (U.P.)" which expression shall include his successor and assignees represented by his Consultant, M/s. HSCC(India) Ltd., Plot – 6 (A), Block - E, Sector - I, Noida, Uttar Pradesh - 201 301 (hereinafter called HSCC) having awarded to M/S _____ (hereinafter referred to as the said Contractor or 'Contractor' which expression shall wherever the subject or context so permits include its successors and assignees) a Contract No _____ in terms inter alia, of the HSCC Letter No. _____ dated _____ and the General Conditions of Contract and upon the condition of the Contractor's furnishing Security for the performance of the Contractor's obligations and discharge of the Contractor's liability under and in connection with the said Contract upto a sum of Rs. _____ (Rupees _____ only) amounting to _____ percent of the total Contract value.

1. We, _____ (hereinafter called 'The Bank' which expression shall include its successors and assignees) hereby jointly and severally undertake to guarantee the payment to the Employer in rupees forthwith on demand in writing and without protest or demur or any and all moneys payable by the Contractor to the Employer in respect of or in connection with the said Contract inclusive of all the Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by the Employer to the Bank with reference to this guarantee upto an aggregate limit of Rs. _____ (Rupees _____ only).
2. We _____ Bank Ltd. further agree that the Employer shall be sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the Employer on account thereof and the decision of the Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by the Employer from time to time shall be final and binding on us.

3. The Employer shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other Security in respect of the Contractor's obligations and liabilities hereunder or to vary the Contract or the work to be done there under vis-a-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total Contract value or to release or to forbear from enforcement of all or any of the Security and/or any other Security(ies) now or hereafter held by The Employer and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to the Employer hereunder or prejudice the rights of the Employer against the bank.
4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all monies payable to the Employer in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Employer in terms hereof.
6. The amount stated in any notice of demand addressed by the Employer to the Bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by the Employer on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to the Employer or suffered or incurred by the Employer as the case may be and shall be payable by the Bank to The Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the Contractor arising upto and until midnight of _____.
8. ***This guarantee is valid till _____(date to be mentioned) (Six months beyond the end of the Defect Liability Period or the extended period, thereof)***
9. This guarantee shall be in addition to any other guarantee or Security whatsoever that the Employer may now or at any time anywise may have in relation to the Contractor's obligations/or liabilities under and/or in connection with the said Contract, and the Employer shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which the Employer may have or obtain and no forbearance on the part of the Employer in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its full liability hereunder.

10. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any Security which The Employer may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealised.
11. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said Contractor or the said bank shall not discharge our liability hereunder.
12. We _____ the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.
13. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. _____ (Rupees _____) and this guarantee shall remain in force till _____ and unless a claim is made on us within 3 months from that date, that is before _____ all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities there under.

Dated _____ day of _____ 20

For and on behalf of Bank.

Issued under seal :

Form D

FORM OF CONTRACT AGREEMENT

This Agreement made the _____ day of _____ 2017 _____
between NHM, UTTAR PRADESH (U.P.) /HSCC for the "Construction of 50
Bedded Mother & Child Wing at District Hospital Khatauli, Muzaffarnagar (U.P.)"
(hereinafter called "The Employer") represented by M/s HSCC (India) Limited; E-
6(A), Sector-1, NOIDA (U.P)- 201301 who enters into this Agreement of the one part
and M/s
(hereinafter called "The Contractor") of the other part.

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

Now this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as
are respectively assigned to them in the Conditions of Contract hereinafter
referred to.
2. The following documents shall be deemed to form and be read and construed
as part of this Agreement, viz :

The Letter of Award;

The said Bid;

Volume – 1 (NIT & Evaluation Criteria)

- Notice Inviting Bids
- Scope of work
- Evaluation Process

Volume- II (GCC)

- General Conditions of Contract

Volume – III (SCC)

- Specific Condition of Contract

Volume – IV Technical Specifications

Volume - V (Financial bid and Bill of Quantities)

Volume – VI (Tender Drawings)

**Any other relevant documents referred to in this Agreement or in the
aforementioned documents & All the correspondence till award of
contract i.e. addendum, LOA etc.**

Technical and Financial bids submitted by bidder.

3. In consideration of the payments to be made by the Employer to the
Contractor as hereinafter mentioned, the Contractor hereby covenants with
the Employer to execute and complete the Works and remedy any defects
therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the
execution and completion of the Works and the remedying of defects therein
the Contract Price or only such other sums as may become payable under the

provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed, Sealed, and Delivered by the Said

Binding Signature of [HSCC] for and on behalf of Mission Director, NHM (U.P.)

Binding Signature of Contractor

In the presence of

Witness (1) :

Witness (2) :

Form E

Format for Power of Attorney for authorized signatory

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

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

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

_FORM - H

UNDERTAKING

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

I. For Specialized works except DG Sets, Substation,

- (i) Average Annual Financial Turnover during the last three financial years i.e. FY- 2013-14, 2014-15 & 2015-16, should be at least 30% of the estimated price of the works
- (ii) Experience of having successfully completed similar specialized works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:
 - (a) Two similar works each of value not less than 60% of the estimated cost put to tender or one similar work of value not less than 80% of the estimated cost, put to tender, all amounts rounded off to a convenient figure.

II. For DG Set, HVAC and Sub Station works:

- (i) Average Annual Financial Turnover during the last three financial years, i.e. FY- 2013-14, 2014-15 & 2015-16, should be at least 30% of the estimated price of the works
- (ii) Experience of having successfully completed works during last seven years ending last day of the month previous to the one in which applications are invited.
 - (a) Two similar completed works each of value not less than 60% of the estimated cost put to tender with capacity of individual DG Set/Chiller/transformer being 80% of the individual capacity (rounded off to next available higher capacity) of the equipment i.e. DG Set/ Chiller/ transformer proposed in the NIT.

OR

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

III. For Lifts works:

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

(Authorized Signatory of bidder)

Form K

AFFIDAVIT

(On duly notarized non judicial stamp paper of Rs. 100/-)

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 also hereby confirmed M/s _____ have not been blacklisted/debarred/penalised by any government agency or public sector undertaking or judicial authority/arbitration body.
4. 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.
5. 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 L

AFFIDAVIT
(Duly notarized on a stamp paper of Rs.100)

I/We undertake and confirm that eligible similar works(s) as mentioned in Form T-2 has/have been executed by us directly and has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department/ HSCC, then I/We shall be debarred for tendering in Department/ HSCC contracts in future forever. Also, if such a violation comes to the notice of Department/ HSCC before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

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 **31.03.2016**

Financial Year	Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet
2013-2014	Rs.
2014-2015	Rs.
2015-2016	Rs.
Average Annual Turnover over the past three years	Rs.

- ii) **Profit / Loss** for last Five years ending **31.03.2014**

Financial Information in Rs. Equivalent	For year 2011-2012	For year 2012-2013	For year 2013-14	For year 2014-15	For year 2015-16
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'

Solvency Certificate

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) In case 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 indicating the type of structure (RCC Framed or load bearing) and Nos. of storeys alongwith basement constructed & also indicate all component of works as per requirement of similar nature of work executed or not.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

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

Copy of work Orders along with detailed BOQ and Completion Certificates of the above works should also be submitted.

Signature of Applicant

FORM 'T - 3'

PROJECT UNDER EXECUTION OR AWARDED

Sl.No	Name of Work/ Project & location	Owner of sponsoring Organization	Cost of Work	Date of Commencement As per contract	Stipulated Date of completion	Uptodate Percentage Progress of Work	Slow Progress, If any, & reasons Thereof	Name & address/ Telephone No. of officer to whom	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
10.	Details of arbitration / court cases if any including amount of claim amount of award and present position.	

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

Signature of Applicant

Form 'T - 6'

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

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

Signature of Applicant

FORM 'T - 7'

DETAILS OF CONSTRUCTION PLANT AND EQUIPMENT LIKELY TO BE USED IN CARRYING OUT THE WORK

Sl.No.	Name of Equipment	Nos.	Capacity of Type	Age	Condition	Ownership Status			Current Location	Remarks
						Presently owned	Leased	To be Purchased		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Earth Moving Equipment : 1. Excavator (various sizes)										
Equipment of concrete work 1. Concrete batching plant 2. Concrete pump 3. Concrete transit mixer 4. Concrete mixer (diesel) 5. Concrete mixer (electrical) 6. Needle vibrator (electrical) 7. Needle vibrator (petrol) 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)

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 short listing, the bidder must secure at least 50% marks in each attribute and minimum 60% marks in aggregate.

**END OF VOLUME – I
(LAST PAGE)**