

# **INDIAN MEDICINES PHARMACEUTICAL CORPORATION LIMITED**

**(A GOVERNMENT OF INDIA ENTERPRISE)**

**Tender No. HLL/IDN/IMPCL/2013-14/02**

**Request for Proposal (RFP)**  
*for*

**Modernization, Up-Gradation & Expansion of existing Plant Facilities at Indian Medicines Pharmaceutical Corporation Limited (IMPCL) - Mohan, District: Almora (Uttarakhand)**

**Package II- Electrical Substation, DG Sets and other electrical works etc.**

**THE COMPLETE TENDER DOCUMENTS CONSIST OF THE FOLLOWING:**

- **Volume- I (NIB & ITB)**
- **Volume-II (GCC & SCC)**
- **Volume-III ( Tech. Specs)**
- **Volume-IV (BOQ)**



B-14A, Sector – 62,  
NOIDA (UP) -201307

Phone no: 0120-4071500, Fax no: 0120-4071513

(April, 2013)

# INDIAN MEDICINES PHARMACEUTICAL CORPORATION LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

**Tender No. HLL/IDN/IMPCL/2013-14/02**

**Request for Proposal (RFP)**

*for*

**Modernization, Up-Gradation & Expansion of existing Plant Facilities at Indian Medicines Pharmaceutical Corporation Limited (IMPCL) - Mohan, District: Almora (Uttarakhand)**

**Package II- Electrical Substation, DG Sets and other electrical works etc.**

## Volume - I

- Notice Inviting Bid
- Instructions to Bidders



B-14A, Sector – 62,  
NOIDA (UP) -201307

Phone no: 0120-4071500, Fax no: 0120-4071513

(April, 2013)

**TABLE OF CONTENTS**

Sr. No.	Items	Page No.
1	Disclaimer	4
2	Definitions	5
3	<b>Section-I (Notice Inviting Bid-NIB)</b>	<b>7</b>
4	Eligibility Criteria	8
5	Important Points	12
	Bid Document Consisting of Volume-I (NIB & ITB including forms and annexures) Volume-II (GCC & SCC) Volume-III (Technical Specifications) Volume-IV Bill of Quantity	
6	<b>Section-II (Instruction to Bidders)</b>	<b>13</b>
7	Introduction, Eligibility Criteria, Disqualification	13
8	Bid Documents : Pre-Bid Conference, Clarifications, Amendments to Bid document, Bid Processing Fees, Preparation of Bid (Bidder's responsibility & Project Inspection and Site visit)	13
9	Contents of Technical Package – Various Forms & Annexure	15
10	Contents of Financial Packages	15
11	Power of Attorney (POA)	18
12	Bid opening and evaluation	18
13	Determination of responsiveness	19
14	Evaluation of Bid	19
15	Clarification of Bid	19
16	Process to be confidential	20
17	Award of Contract (Consisting various segments – (a to q)	21
18	<b>Section - III Scope of Work</b>	<b>24</b>
19	<b>Section - IV</b> Evaluation Process & Criteria Stage-I (Technical Evaluation) Stage-II (Financial Evaluation)	25
20	Letter of Award	25
21	Checklist of Documents to be submitted with the Technical Bid (Envelop-1 & Envelop-II) and Financial Package	26

**TABLE OF CONTENTS**

22	Form “A” – Form of Bid	27
23	Form “B” – Form of Bid Security Bank Guarantee	30
24	Form “C” – Form of Performance Bank Guarantee	32
25	Form “D” – Format of Contract Agreement	34
26	Form “E” – Format of Power of Attorney for signing of proposals	36
27	Form “G” (Litigation details)	37
28	Form “K” ( Affidavit)	38
29	Form “T-1” (Financial Information)	39
30	Form “T1B’ (Form of Banker’s Certificate from a scheduled Bank)	40
31	Form “T2” (Details of Works)	41
32	Form “T3” (Project under execution or awarded)	42
33	Form “T4” (Performance report of Workers)	43
34	Form “T5” (Structure and Organization)	44
35	Form “T 6” Details of (Technical and Administrative personal)	46
36	Form “T8”( Criteria for Evaluation of the performance )	47

## **DISCLAIMER**

This document has been prepared by HLL Lifecare Limited, on behalf of Indian Medicines Pharmaceutical Corporation Limited, Mohan Dist. Almora, Uttarakhand (A Govt. of India Enterprise), here in after referred as “IMPCL” Under Department of AYUSH (Ayurveda, Yoga, Unani, Siddha & Homeopathy), Ministry of Health & Family Welfare (MoHFW), Government of India. The information is provided to prospective Bidders, who are interested to Bid for **“Package II- Electrical Substation, DG Sets and other electrical works etc. for Modernization, Up-Gradation & Expansion of Existing Plant Facilities at Indian Medicines Pharmaceutical Corporation Ltd. (IMPCL), Mohan,Dist. Almora, Uttarakhand.”**

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 IMPCL/HLL 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, IMPCL/HLL 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.

IMPCL/HLL 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.

### Definitions

1. **“Application”** shall mean the response submitted by interested parties.
2. **“BID/ Tender”** shall mean documents issued by IMPCL/HLL to the prospective Bidder. The word “Tender” is synonymous with “Bid”
3. **“Project”** shall mean **“Package II- Electrical Substation, DG Sets and other electrical works etc for Modernization, Up-Gradation & Expansion of Existing Plant Facilities at Indian Medicines Pharmaceutical Corporation Ltd. (IMPCL), Mohan, Dist. Almora, Uttrakhand”**.
4. **“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.
5. **“Bid Security/ Earnest Money”** shall mean the amount to be deposited by the Tenderer with the Tender.
6. **“Bid Validity”** shall mean the period for which the Bids shall remain valid.
7. **“Bidder”** shall mean the party participating in the Tendering process pursuant to and in accordance with the terms of this document.
8. **“Contract Agreement”** shall mean the agreement to be signed between the Successful Tenderer and the competent authority on behalf of IMPCL/ their authorized representative.
9. **“Contract Price”** shall mean the financial bid of the Successful Tenderer as accepted by the Client.
10. **“MoHFW”** shall mean Ministry of Health & Family Welfare, Government of India (GOI).
11. **“Client/Owner”** means Indian Medicines Pharmaceutical Corporation Ltd. Mohan, Dist. Almora Uttarakhand (A Govt. of India Enterprise) under Department of “AYUSH” (Ayurveda, Yoga, Unani, Siddha & Homeopathy), Ministry of Health & Family Welfare (MoHFW)
12. **“Employer/Principal Employer”** means Indian Medicines Pharmaceutical Corporation Ltd. Mohan, Dist. Almora Uttarakhand (A Govt. of India Enterprise) under Department of “AYUSH” (Ayurveda, Yoga, Unani, Siddha & Homeopathy), Ministry of Health & Family Welfare (MoHFW)
13. **“HLL”** shall mean **HLL Lifecare Limited** appointed by MoHFW as Project Consultant for the project.
14. **Engineer in Charge (EIC)** means the authorized representative nominated by IMPCL/ HLL.
15. **“Evaluation Committee”** shall mean the committee constituted by IMPCL/HLL for the evaluation of the bids.
16. **“Processing Fee”** shall mean the amount to be paid by the Tenderers in consideration of cost of bid document.

17. **“Successful Tenderer”** shall mean the Tenderer declared technically and financially successful for the Project and with whom, the Contract Agreement shall be signed.
18. **“Letter of Award”** shall mean the letter issued by the IMPCL/HLL to the Successful Tenderer inviting him to sign the Contract Agreement.
19. **“Date of commencement of work”** shall mean the date of Start as specified in the Schedule “F” or the date of handing over of the site, whichever is latter in accordance with the phasing if any, as indicated in the tender document.
20. **“Performance Security”** shall mean the amount to be paid by the Successful Tenderer as per relevant clause mentioned else where.
21. **“Similar Works”** as defined in qualifying criteria.
22. **“NIT”** means Notice Inviting Tender. The word “Notice Inviting Tenders” is synonymous with “Notice Inviting Bids (NIB)”.
23. **"Defects Liability Period/ Maintenance Period"** means the period after completion of the Project during which the Client /HLL or their authorized representative / Engineer-in –charge 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.

**SECTION-I**  
**NOTICE INVITING TENDER**  
**HLL LIFECARE LIMITED**  
**B-14A, Sector-62, NOIDA-201307 (U.P)**

**INDIAN MEDICINES PHARMACEUTICAL CORPORATION LIMITED,**  
**MOHAN**

**Modernization, Up-Gradation & Expansion of Existing Plant Facilities at Indian Medicines Pharmaceutical Corporation Ltd. (IMPCL), Mohan: Package II- Electrical Substation, DG Sets and other electrical works etc.**

1.0 Item Rate Tenders are invited on behalf of the President of India from eligible contractors as per eligibility criteria laid down, for the work of **“Package II- Electrical Substation, DG Sets and other electrical works etc. for Modernization, Up-Gradation & Expansion of Existing Plant Facilities at Indian Medicines Pharmaceutical Corporation Ltd. (IMPCL), Mohan.**

1.1 The work is estimated to cost as given in Table - I. This estimate, however, is merely a rough guide. Associate Vice President (AVP), Infrastructure Development (ID), HLL Lifecare Limited, B-14-A , Sector-62 Noida-201307 will deal with all the matters relating to invitation of tenders. Any clarification shall be sought from AVP (ID), HLL Lifecare Limited on Tele-Fax 0120-4071627. The NIT and other details are also available on the following websites: [www.impclmohan.nic.in](http://www.impclmohan.nic.in)–and/or [www.lifecarehll.com](http://www.lifecarehll.com) & CPP Portal.

1.2 Pre bid conference will held on **14.05.2013 at 11.00 A.M** in the Conference Room, HLL Lifecare Ltd. B-14, Sector-62, NOIDA-201307 or any other venue as decided in future for which intimation will be published on web site. AVP (ID)- North, HLL Lifecare Ltd. may also be contacted.

1.3 TABLE – I

Tender No	Name of work & Location	Estimated cost (Rs.)	Completion period	Date of issue of tender document from	Pre-Bid Meeting	Last date of submission (at HLL Noida)	Bid Security/ EMD (Rs.)
Tender No. HLL/IDN/IMPCL/2013-14/02	“Package II- Electrical Substation, DG Sets and other electrical works for Modernization, Up-Gradation & Expansion of Existing Plant Facilities at Indian Medicines Pharmaceutical Corporation Ltd. (IMPCL), Mohan Dist. Almora(Uttarakhand) “	Rs. 3,79,12,283/-	06 months	26.04.13 to 10.05.13	14.05.13 , 11:00 Hrs	21.05. 13	Rs. 7,58,246/-

## **Eligibility Criteria**

1.3.0 The Bid shall be issued to the firms fulfilling the following criteria.

### 1.3.1 GENERAL

- (a) The bidders must be in existence as an OEM (Original Equipment Manufacturer)/ a contracting firm (Class-I) at least since last 7 year from the date of issue of NIT. They should have experience of 11KV substation/DG sets respectively.
- (b) Experience should be in the name of the bidding company and not in subsidiary/ associate company/group company etc.
- (c) Profit / Loss: The Company should have positive net worth and should not have incurred loss in more than Two years in last Five years ending FY 2012-2013 duly certified by the Chartered Account.
- (d) Solvency Certificate: Solvency of the amount equal to 40% of the estimated cost of the work.
- (e) Experience of work in India only shall be considered for individual bidder .
- (f) JV/Consortium or Foreign firms are not permitted.

### 1.3.2 FOR MANUFACTURING FIRMS:

- (a) An OEM (Original Equipment Manufacturer) themselves or with their collaborators should be manufacturing at least four of the following six components
  - (i) 11 KV HT Panel (ii) 11KV/433V Transformer (iii) LT Panel (iv) Bus trunking (v) DG Sets (vi) Switch gear
- (b) The OEM must have an average annual turnover of manufacturing equipment of not less than 50 Crore during last three years.
- (c) The OEM shall be allowed to execute the work directly and/or through their fully owned contracting firm.

### 1.3.3 FOR CONTRACTING FIRMS:

- (i) A contracting firm (Class-I) should have successfully completed works of following magnitude during last 5 years ending last day of the month previous to the one in which applications are invited:-
    - (a) One similar completed work costing not less than the amount equal to 80% of the estimated cost put to tender.

Or,

  - (b) Two similar completed works each costing not less than the amount equal to 60% of the estimated cost put to tender.

Or

  - (c) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost put to tender.
- (ii) ‘Similar Works’ shall mean supply, installation, testing and commissioning of 11KV grid substation , 415V D.G sets. Components like HT panel, Transformer, Bus Trunking, LT Panel, Capacitor Panel, UPS etc. forming part of the BOQ will be considered as a similar work in case of a composite work done by the Bidder.
- (iii) 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 the previous month in which bids are received.
- (iv) Turnover: Average annual financial turnover on similar work should be at least 50% of the estimated cost put to tender during the immediate last Three consecutive financial years. The turnover will be considered only for bidding company and not for group company or subsidiary company etc. Copy of annual report for last 5 years to be enclosed.

- (v) The bidding capacity of the contractor should be equal to or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the formula;  
 Bidding Capacity= (A\*N\*2)-B  
 Where  
 A= Maximum Value of construction/electrical works executed in any one year during the last 5 years taking in to account the completed as well as work in progress.  
 N= Number of years prescribed for completion of work for which bids has been invited.  
 B= Value of existing commitments and on going works to be completed during the period of completion of work for which bids have been invited.
- (vi) The bidding capacity of the bidder shall be calculated on this capacity.
- (vii) For this Package JV/ Consortium is not permissible.
- 1.5 The time allowed for carrying out the work will be as mentioned in Table I above effective from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later & in accordance with the phasing/ milestones, indicated in the tender documents.
- 1.6 The site for the work is available.
- 1.7 Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & Conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be obtained from the office of HLL Lifecare Ltd., B-14A, Sector-62, NOIDA-201307 between hours of 10.00 A.M and 5 P.M from 26.04.2013 to 10.05.2013 every day except Saturday, Sunday and Public Holidays. Tender documents, will be issued from above office, during the hours specified above, on payment of Rs 5000 (including service tax) as cost of tender by **DD in favour of HLL Lifecare Limited payable at New Delhi.**
- 1.8 Applications for issue of tenders shall be received till 4 P.M on **10.05.2013** and tender documents shall be issued by 5 P.M on **10.05.2013.**
- 1.9 The interested applicants/contractors/firms after checking their prequalification status should purchase the complete set of tender documents comprising of Vol I, II, III, and IV and CD containing Tender Drawings in person or through Post from the office of HLL Lifecare Limited, B-14A Sector-62, Noida-201307 on any working day as mentioned above on written request mentioning the name & description of work along with a **non-refundable fee of Rs 5000/-** through demand draft in favour of HLL Lifecare Limited payable at New Delhi.
- 1.10 **Interested applicant contractors/firms may like to attend the Pre-bid meeting which is scheduled to be held at 11.00 hrs at HLL Office B-14A Sector-62, Noida-201307 on 14.05.2013.**
- 1.11 The tender documents obtained from *HLL Lifecare Limited Noida office*, signed by the authorized Representative of the Applicant/ Contractor/ Firm shall only be submitted in complete in all respect alongwith requisite Bid Security in the form of Bank Guarantee from a Scheduled Bank as per format given in the Tender Documents in favour of HLL Lifecare Limited /Demand Draft of a Scheduled Bank in favour of HLL Lifecare Limited Payable at New Delhi on or before due date and time as mentioned above at HLL Office B-14A Sector-62, Noida-201307.
- 1.12 The tenders are invited in **two bid system** i.e. **Technical Bid and Financial Bid placed in separate envelopes, the Earnest Money (EMD) shall be placed in separate sealed envelope, each marked "Technical Bid", "Financial Bid" and "Earnest Money"** respectively. All three envelopes shall be submitted together in another sealed envelope with the name of work and due date of opening written

on envelope, which will be received **up to 3.30p.m on 21.05.2013** .The Bids will be opened in the presence of bidders or their authorized representatives who may choose to attend on **4.00 p.m at 21.05.2013** in the office of HLL Lifecare Limited ,B-14A ,Sector-62 Noida-201307.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 bids. Technical Bid of only those tenderers/bidders shall be opened, whose earnest money, placed in the EMD envelope, is found to be in order.

- 1.13 The bidder whose bid is accepted, will be required to furnish performance guarantee for a value of 5% of the accepted tendered amount within the period in the scheduled F. This Bank Guarantee shall be in the given format in the favour of HLL Lifecare Limited, Noida as per form C.
- 1.14 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.
- 1.15 **Evaluation of performance:**  
Evaluation of past performance of contractors forming part of the eligibility criteria quoted by them in their Technical Bid shall be done by Client/HLL. If required, the works executed by the bidders who otherwise qualify may be inspected by a committee or any other authority as decided by Client/HLL.
- 1.16 The brief description of the work is as follows:- **“Package II- Electrical Substation, DG Sets and other electrical works etc for Modernization, Up-Gradation & Expansion of Existing Plant Facilities at Indian Medicines Pharmaceutical Corporation Ltd. (IMPCL), Mohan”**.
- 1.17 Copies of other drawings and documents pertaining to the works will be open for inspection by bidders at the office of HLL Lifecare Ltd B14A, Sector 62, NOIDA-201307 **from 26.04.2013 to 10.05.2013 on all working days.**
- 1.18 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 works to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Client/HLL and local conditions and other factors having a bearing on the execution of the work.
- 1.19 The competent authority of Client/HLL 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 assigning 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.

- 1.20 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.
- 1.21 The competent authority of Client/HLL 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.
- 1.22 The contractor shall not be permitted to tender for works in case his near relative is Gazetted officer in Ministry of Health and Family Welfare or in the Managerial cadre of HLL/IMPCL and is directly dealing with the MoHFW/IMPCL/HLL. Any breach of this condition by the contractor would disqualify him from tendering.
- 1.23 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.
- 1.24 The tender for the works shall remain open for acceptance for a period of **120** days from the date of opening of tenders. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the IMPCL/HLL 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.
- 1.25 This is a Time Bound Project and no time over run is acceptable. Only bidders who have means to deliver project in time need to apply.
- 1.25.1 This tender provides strong incentive and disincentive as under:-
- (a) Incentive:-
- In Case, the contractor completes the work (without any apparent defects) ahead of schedule completion time, duly certified by the competent authority of IMPCL/HLL, a bonus @ 1% (one per cent) of the accepted tender value of the work per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five per cent) of the accepted tender value. The amount of bonus, if payable, shall be paid along with final bill after completion of work.
- (b) Disincentive:-
- Likewise for delays upto 3 months, the penalty shall be 1% (one per cent) of the accepted tender value per month. For delays thereafter (4-6 months), the penalty shall be @ 2% (two per cent) per month, subject to a maximum limit of 10 % (ten per cent).
- 1.28 Registration/License: The tenderer/bidder should have Works Contract Tax/VAT Registration with the appropriate Authorities. In case of non-registration at the time of submission of bid, they will have to submit an undertaking that they will get themselves registered with the concerned authorities if they are awarded work.

- 1.29 The tenderer/bidder will indemnify IMPCL/HLL, as the case may be, against all penal action that may be levied/effected by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority. An undertaking in this regard is required to be submitted by applicants alongwith prequalification
- 1.30 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 tender, all the documents including General Conditions of the Contract, Special Conditions of Contract, Specifications, Bill of Quantities and drawings, if any, forming part of the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

### 1.31 IMPORTANT POINTS

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

#### 1.31.2 Bid document consists of :

1.31.2.1 **Volume – I (Notice Inviting Tender(NIT), Instruction to Bidders(ITB))**

1.31.2.2 **Volume – II (General Conditions of Contract (GCC) & Special Conditions of Contract (SCC))**

1.31.2.3 **Volume-III (Technical Specifications (TS))**

1.31.2.4 **Volume – IV (Bill of Quantities (BOQ))**

1.31.3 Tenderer /bidder may obtain clarification, if any, in respect of this document from the office of the Associate Vice President (ID-North) HLL Lifecare Ltd B14A, Sector 62, NOIDA-201307 till two days before Pre bid meeting.

1.31.4 **Sealing and Marking of Bids:** The Tenderers shall submit their Tenders in two parts i.e. TECHNICAL BID and FINANCIAL BID in two separate sealed envelopes. Both these envelopes with Earnest Money Deposit(EMD) envelope will be kept in another sealed envelope duly marked as Tender for work of **“Package II- Electrical Substation, DG Sets and other electrical works etc. for Modernization, Up-Gradation & Expansion of Existing Plant Facilities at Indian Medicines Pharmaceutical Corporation Ltd. (IMPCL), Mohan. due for opening on 3.30 PM at 21.05.2013. The documents forming part of Technical bid and Financial bid has been explained in clause 2.3.6 & 2.3.7 of Instruction to Bidders here-in-after.**

1.31.5 IMPCL/HLL 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 IMPCL/HLL for rejection of his tender.

**Associate Vice President-(ID)  
HLL Lifecare Limited  
B-14A, Sector-62, NOIDA 201307  
For & On behalf of IMPCL Under Department of “AYUSH”,  
MoHFW, Government of India**

## **SECTION-II**

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

2.0 **Introduction:** Indian Medicines Pharmaceutical Corporation Limited, Mohan (A Government of India Enterprise) under Department of “AYUSH” (MoHFW), Government of India (GOI) proposes “Package II- Electrical Substation, DG Sets and other electrical works etc. for **Modernization, Up-gradation & Expansion of Existing Plant Facilities at IMPCL, Mohan, Dist. Almora, Uttrakhand.**”

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

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

2.2.1 Made misleading or false representations in the forms, statements and attachments submitted; or

2.2.2 The Contractor has been blacklisted by any government agency even after bids have been opened

2.3 **BID Documents:**

2.3.1 Contents of BID Documents

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

2.3.2 Pre-Bid Conference

The purpose of the Pre bid meeting will be to clarify issues/ doubts on any matter that may arise before bidding. IMPCL /HLL shall conduct pre-Bid meeting(s) at the time and venue mentioned in Notice Inviting Bid.

2.3.3 Clarifications

A prospective Contractor requiring any clarification with regards to the BID document may notify Associate Vice President (ID-North) HLL Lifecare Ltd B14A, Sector 62, NOIDA, in writing or by tele-fax at the mailing address indicated in Notice Inviting Bid. Associate Vice President (ID-North) will respond in writing to any request for clarification which should be received prior at least two days before date of Pre bid meeting. Copies of the response (including an explanation on the query but without identifying the source of the inquiry) will be sent to all prospective Bidders to whom, the BID has been issued and also uploaded on the IMPCL website [www.impclmohan.nic.in](http://www.impclmohan.nic.in) and HLL website <http://www.lifecarehll.com> & CPP Portal. Only written communications/clarifications shall be considered as valid.

2.3.4 Amendment to BID Document

- i. At any time prior to the submission of Bids, IMPCL / HLL may, for any reason, whether at its own initiative or in response to a clarification or query raised by prospective Bidders, modify the BID by an amendment.

- ii. The said amendment in the form of the addendum/ corrigendum will be sent to all prospective Bidders to whom, the BID has been issued on or before the last date mentioned in Notice Inviting Bid. This communication will be in writing or by tele-fax and the same shall be binding on the Bidders. Prospective Bidders should promptly acknowledge receipt of the addendum/ corrigendum by Tele-fax/courier to client. The amendments would also be available on the website of IMPCL website :[www.impclmohan.nic.in](http://www.impclmohan.nic.in) and HLL <http://www.lifecarehll.com>. The prospective Bidders are advised to regularly visit these websites to ensure that they are aware of the amendments. The addendum (s) / corrigendum(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 IMPCL/HLL may, at its discretion, extend the deadline for the submission of Bids.
- iv. The above information will be placed on IMPCL's / HLL's website and it will be the responsibility of the bidders to read.

### **2.3.5 Preparation of Bid:**

#### **a) Bidder's responsibility:**

1. The Bidder is solely responsible for the details of his Bid.
2. 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 bid. Bids, which do not satisfy all the requirements, as detailed in these documents, are liable to be rejected as being unresponsive.
3. 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 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 they may consider necessary for preparing the Bid and entering into a Contract with the Client, including availability of electricity, water and drainage, where applicable.

IMPCL/HLL shall not be liable for such visits costs, regardless the outcome of the selection process.

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

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

#### **d) Alternative Proposal by bidders:**

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

### 2.3.5 Contents of Technical Package:

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

- a. Part –I shall comprise the following :
  - i) **Form of Bid and Appendix (Form A) for the Bid**
  - ii) **Checklist for the enclosed documents as per the format attached (Annexure I)**
  - iii) **Bid Security, in original, in a separate envelope, sealed and duly marked “Bid Security” as per the format attached (Form B),**
  - iv) **Format for Performance Security Bank Guarantee (Form C)**
  - v) **Format for Contract Agreement (Form D)**
  - vi) **Power of attorney (Form E) in favour of the person signing the Bid**
  - vii) **Litigation History (Form G)**
  - viii) **Affidavit by Bidder (Form K)**
- b. Part –II shall comprise the followings :
  - i) **Form “T-1” (Financial Information)**
  - ii) **Form “T-1-B”(Certificate from a Scheduled Bank )**
  - iii) **Form “T-2” (Details of works..... )**
  - iv) **Form “T-3” (Project under execution or awarded)**
  - v) **Form “T-4” (Performance Report of Works)**
  - vi) **Form “T-5” (Structure and Organization)**
  - vii) **Form “T-6” (Details of Technical & Administrative personnel)**
  - viii) **Form “T-7” (Details of Construction Plant for carrying out the work)**
- c. Initialed BID document, as listed in Notice Inviting Bids excluding the Bill of Quantities (Volume–IV) but including amendment(s)/addendum(s)/Corrigendum(s)/Clarification(s) issued, if any.

### 2.3.7 Contents of Financial Package

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

- i. Financial Bid  
The financial package should be submitted, in a separate sealed envelope, These prices should include all costs associated with the Project including any out of pocket / mobilization expenses, taxes, charges, levies, cess, VAT, including Service tax etc. 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.
- ii. Language of Bid  
The Bid and all related correspondence and documents relating to the Project shall be in English language.
- iii. 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.

iv. **EMD/Bid Security**

- a. The Bidder shall enclose EMD with their Bid for an amount, as mentioned in Notice Inviting Bids.
- b. The EMD will be in the form of a bank guarantee from a scheduled commercial bank in India. The format of the bank guarantee shall be as per Form B. Bank guarantees should be irrevocable and operative for a period as mentioned in Notice inviting Bid . The Bid Security shall be endorsed/pledged in favour of HLL Life Care Limited, B-14A, Sector -62 Noida-201307 and should be valid for a period of **six months** from date of submission of bids and shall be submitted in a separate envelope super scribed “Bid Security for . **“Package II- Electrical Substation, DG Sets and other electrical works etc. for Modernization, Up-Gradation & Expansion of Existing Plant Facilities at Indian Medicines Pharmaceutical Corporation Ltd. (IMPCL), Mohan, Dist. Almora, Uttrakhand.**
- c. Bids not accompanied by EMD, shall be treated as non-responsive, and will be summarily rejected by the IMPCL.
- d. The Bid securities of unsuccessful Bidders shall be discharged/ returned by IMPCL/HLL 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 returned upon the Bidder executing the Contract Agreement and submitting the required Performance Security.
- f. The Bid Security shall be forfeited if a bidder withdraws his bid during the period of bid validity or in the case of the successful bidder, if he fails to furnish the necessary performance security or enter into the Contract within the specified time limit.

v. **Extension of Bid Validity**

Prior to the expiry of the original Bid Validity Period, IMPCL may, at its discretion, request Bidders to extend the Bid Validity Period for a specified additional period.

vi. **Format and Signing of Bid**

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

vii. Sealing and Marking of Bids

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

- a. Each Bid will be submitted in two sets one marked “**Original**” and the other marked “**Copy**” (Copy should be the photocopy of ‘original’). Each set containing the two packages, TECHNICAL BID and FINANCIAL BID shall be sealed in two separate envelopes **clearly** marked as “TECHNICAL BID” and “FINANCIAL BID “.The two envelopes alongwith envelope of EMD/ Bid Security shall be wrapped in an outer envelope addressed to The Associate Vice President (ID-North) HLL Lifecare Ltd.,B14A, Sector 62, NOIDA-201301, duly super scribing on top “Bid for “Package II- Electrical Substation, DG Sets and other electrical works etc. for “Package II- Electrical Substation, DG Sets and other electrical works etc. for **Modernization, Up-Gradation & Expansion of Existing Plant Facilities at Indian Medicines Pharmaceutical Corporation Ltd. (IMPCL), Mohan Dist. Almora, Uttrakhand.**” and date and time of opening of the Bid \_\_\_\_\_”,. The envelope should also bear the name and address of the Bidder.

viii. Submission of Bids

**Bids should be submitted to:**  
**Associate Vice President (ID-North)**  
**HLL Lifecare Ltd**  
**B14A, Sector 62,**  
**NOIDA-201307**

The last date for submission of completed Bids is given in Notice Inviting Bids. The IMPCL/HLL may, at their discretion, extend this date, in which case all rights and obligations of the IMPCL and the Bidder shall thereafter be subjected to the revised date as extended. If revised 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.

- ix. Bids shall be submitted by hand or through registered post or courier service at the address mentioned above so as to reach before scheduled Date & time of submission of tenders. IMPCL/HLL shall not take any cognizance and shall not be responsible for any delay/loss in transit or non-submission of the Bid in time.
- x. Bids sent telegraphically or through other means of transmission (Tele-fax, E-mail etc.), which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.
- xi. Modifications/ Substitution/ Withdrawal of Bids
- (a) No modification or substitution of the submitted Bid shall be allowed.
- (b) A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by IMPCL/HLL before the last date for submission of Bids.

In case a Bidder wants to resubmit his Bid, he shall submit a fresh Bid following all the applicable conditions. Re-submission will not be permitted more than once and till last date and time of submission as notified.

- (c) Only a single copy of the withdrawal notice shall be prepared and each page of the notice shall be signed and stamped by the authorized signatory. The notice shall be duly marked “WITHDRAWAL”. This withdrawal notice will be opened at the time of opening of bid and not earlier. The signature of GPA holder will be verified and in case both are same then only withdrawal will be considered.

xii. Bid Due Date

- a. Bids should be received in the office of the Associate Vice President (ID-North) HLL Lifecare Ltd., NOIDA at the address mentioned in this document, on or before the stipulated/extended time and date as specified in Notice Inviting Bids.
- b. IMPCL may, in exceptional circumstances, and at its sole discretion, extend the receipt & opening of Bids by issuing an addendum.

xiii. Late Bids

Any Bid received in office of the Associate Vice President( ID-North) HLL Lifecare Ltd., NOIDA at the address mentioned above after the deadline prescribed for submission of Bids in Notice Inviting Bids/extended data as the case may be, will not be considered and will be returned unopened to the Bidder.

**2.3.8 Power of Attorney:**

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

**2.3.9 Bid Opening and Evaluation:**

Bid Opening

- (i) The Bids will be opened in the presence of Bidders or their authorized representatives who may choose to attend on date & time as mentioned in Notice Inviting Bids. If such nominated date for opening of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date of opening of the Bid.
- (ii) Bids for which an acceptable notice of withdrawal has been submitted shall not be opened.
- (iii) Bids which have not complied with one or more of the foregoing instructions may not be considered.
- (iv) On opening of the main Bid envelopes, it will be checked if they contain Technical & Financial Bids and envelope of EMD/ Bid Security as detailed above.
- (v) First technical package of the Bid will only be opened which will be checked for completeness and confirmation of submission of Bid Processing Fees and the requisite Bid Security. If the documents do not meet the requirements of the BID, a note will be recorded.

- (vi) After technical evaluation of all bids, the financial bid of all responsive Bidders will be opened on date & time considered appropriate by IMPCL/HLL after notifying all concerned.

### **2.3.10 Determination of Responsiveness**

- i. Prior to opening & evaluation of Financial Bids, IMPCL /HLL will determine whether each Technical Bid is responsive to the requirements of NIB.
- ii. For the purpose of this clause, a responsive Bid is one which:
  - a. Is packed, signed, sealed and marked
  - b. Is accompanied by the power(s) of attorney if required
  - c. Contains all the information as requested in NIB
  - d. Contains information in same/similar formats as those specified in NIB
  - e. the validity period of the offer is as per NIB
  - f. Is accompanied by the Bid Processing Fee (in case not paid in cash in advance).
  - g. Is accompanied by the Bid Security/ EMD,
  - h. Conforms to eligibility criteria and all the terms, conditions and specifications of NIB without material deviation or reservation. "Deviation" may include exceptions and exclusions. A material deviation or reservation is one which affects substantial way, the scope, quality, performance or administration of the works to be undertaken by the Bidder under the Contract, or which limits in a substantial way, Client's rights or the Bidder's obligations under the Contract as provided for in NIB and/ or is of an essential condition, the ramifications of which would unfairly affect the competitive position of other Bidders.
- iii. If a Technical Bid is not substantially responsive to the requirements of NIB, it will be rejected by IMPCL/HLL. The decision of the IMPCL/HLL in this regard shall be final and binding. The financial Packages of non-responsive Bidders shall be returned unopened.

### **2.3.11 Evaluation of Bids**

- i. IMPCL/HLL would subsequently examine and evaluate Financial Bids of responsive Bidders, as per the criteria set out in this document. Form "T-8"
- ii. IMPCL reserves the right to reject any Bid if:
  - a. At any time, a material misrepresentation is made or uncovered; **or**
  - b. The Bidder does not respond within the stipulated time to requests for supplemental information/ clarifications required for the evaluation of the Bid.
  - c. It is found that the information provided is not true or incorrect or facts/ material for the evaluation have been suppressed.
  - d. If the bidder has not quoted rates for any part of the bid.

### **2.3.12 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 interpretations. 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. IMPCL/HLL reserve their right to negotiate with the lowest bidder if considered appropriate.

### 2.3.13

#### (a) 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 IMPCL/HLL Evaluation Committee in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of Contract, shall result in the rejection of the Bid.

#### (b) Client/HLL's right to accept any Bid and to reject any or all Bids

- i. Notwithstanding anything above, IMPCL/HLL 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. IMPCL/HLL reserves the right to cancel/annul the selection process, at any stage prior to the award of the Contract, in larger public interest, on account of the following:
  - a) In case no Bid/ a single Bid is received.
  - b) Occurrence of any event due to which it is not possible to proceed with the selection process
  - c) An evidence of a possible collaboration/mischief on part of Bidders, impacting the competition and transparency of the selection process,
  - d) Any other reason, which in the opinion of the Client necessitates the cancellation of the selection process
- iii. On occurrence of any such event, IMPCL/HLL shall notify all the Bidders within 7 days of such decision. IMPCL/HLL shall also promptly return the Bid Security submitted by the Bidders within 15 days of issue of such notice. IMPCL/HLL is not obligated to provide any reason or clarification to any Bidder on this account. IMPCL's liability under this clause is restricted to returning the Bid Security and no other reimbursements of costs/ expenses of any type shall be made by the Client/HLL 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.

### **2.3.14 Award of Contract**

#### **a. Award Criteria**

IMPCL /HLL or its assignees or any agency appointed by them will declare the Bidder ranked L1 as Successful Bidder and proceed to issue Letter of Award (LOA) as per the procedure mentioned in the NIB and terms and conditions set out in this NIB document.

#### **b. Notification of Award**

- i. IMPCL/HLL will issue the Letter of Award to the Successful Bidder, notifying him of being declared successful and the intent to sign the Contract Agreement with him. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Award') shall mention the sum which IMPCL/HLL 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 IMPCL/HLL from the unsuccessful Bidders.
- ii. The Letter of Award shall form part of the Contract.
- iii. Upon submission of Performance Security by the Successful Bidder, IMPCL/HLL will promptly notify the other Bidders and discharge / return their Bid securities.

#### **c. Performance Security**

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

#### **d. Signing of Agreement**

- i. Prior to the signing of the Contract Agreement, the Successful Bidder shall submit Performance Security.
- ii. IMPCL/HLL shall prepare the Contract Agreement in the Proforma (Form D) included in this document, duly incorporating all the terms of agreement between the two parties. The Successful Bidder will be required to execute the Contract Agreement within 30 days from the date of issue of the Letter of Award.

- iii. The Contract Agreement should be duly signed by IMPCL/HLL or its assignees or any agency appointed by them and Contractor through their authorized signatories. In case of proprietary Firms their Proprietor shall sign the agreement.
- iv. In case the Successful Bidder does not sign the Contract Agreement, IMPCL/HLL reserves the right to cancel the further process, forfeit any Bid Security and/or Performance Security, as the case may be, submitted by the Successful Bidder and either re-Bid or proceed in any other manner as it may deem fit.

**e. Sub-contracting**

- i. The Contractor shall not sub-contract the whole of the works. The Contractor shall not subcontract any part of the work without notifying and getting prior approval from the IMPCL/HLL.
- 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 IMPCL/HLL the details of all the sub contracts including terms and conditions of the contracts entered with them. The Contractor shall be solely responsible for the performance of the sub contractors and for making payments to them.

**f. Defects Liability Period**

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

**g. Ownership of the Designs and Drawings**

- i. All copyright and other proprietary rights in the Works shall vest and stand assigned to IMPCL/HLL and IMPCL/HLL 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 IMPCL/HLL 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 IMPCL/HLL to give effect to and secure the above mentioned rights for IMPCL/HLL 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 New OT Block and Services Blocks and all plans, sketches, design or artistic works created by the Contractor at the inception of, during the course of and until the completion of the Project and also includes any work created directly or indirectly in the performance of the obligations of the Contractor in connection with the Project.
- ii. The Contractor shall not use or allow any one to use these drawings, designs, documents and software without the prior written permission of the Client/HLL and

any such act without the permission of the Client/HLL 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 contractor/Bidder to the IMPCL/HLL on or before the cancellation of the selection process shall become the property of the Client and the Bidders shall have no claim on such documents/design.

**h. Right to modify the design**

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

- i. All amendments/ addendum shall be made available at Ministry's and HLL's Web site. It will be the responsibility of the bidder to see the web site regularly and update.

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

1. Project is mainly “**Package II- Electrical Substation, DG Sets and other electrical works etc. for Modernization, Up-Gradation & Expansion of Existing Plant Facilities at Indian Medicines Pharmaceutical Corporation Ltd. (IMPCL), Mohan, Dist. Almora, Uttrakhand**” including HT Switchgear & Safety equipments, Main LT panel & Misc. Panel, LT cable & Terminations, DG & Panel.
2. Detailed engineering design including architectural design, structural design, design for all services, electrical services design & drawings will be supplied by the client or agency nominated by the client.
3. The surveyed site plan and Master plan along with the report of geotechnical investigation are available and will be made available to finally selected Contractor.
4. The activities to be carried out for the completion of the Project shall include the following and any additional activities incidental to these:
  - i. Buildings as specified.
  - ii. Internal and external services as per drawings
  - iii. Getting all approvals / permissions / planning permits of the statutory / local / governmental agencies as required incidental to installation/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 vender 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 related clearances /certificates/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 co-ordinate with relevant statutory authorities for obtaining all necessary approvals from Municipal and other local bodies including Municipal bodies, Water supply agencies concerned, Electric Supply and inspectorate. Agencies concerned, Police and Security Agencies, Chief Controller of Explosives, Fire Department, Civil Aviation Department, concerned in accordance to prevailing rules, Building Bye-Laws etc., as the case may be with related to Construction/Completion. All expenditure on this account will be borne by the contractor.

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

- Installation/Construction Permit if required
- NOC from Chief Fire Officer
- NOC from Electrical Supply and inspectorate if required

Client/HLL 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/HLL 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 the NIB.
- ii. The technical Bid shall be evaluated by the Evaluation Committee based on the qualification criteria laid down. The financial Bid of only those Bidders who are technically qualified shall be opened.
- iii. The financial Bids of Bidders whose technical Bids are found unacceptable shall be returned unopened
- iv. IMPCL/HLL shall notify all the technically qualified Bidders of their technical qualification indicating the date, time and venue for opening of financial Bids.

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

- i. The financial bid of all the eligible bidders i.e. whose technical bids are found in order, shall be opened the decision of IMPCL/HLL will be final and binding.
- ii. The date and time of opening of financial bids shall be decided by the client/HLL which will be intimated to all eligible bidders.
- iii. 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.
- iv. On opening the financial Bids, the Evaluation Committee shall read out the financial Bid to all the Bidders and note the same.
- v. 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, for calculating/ correcting amounts of such items
- vi. All the financial Bids shall be ranked according to the financial Bid with the Bidder quoting the least amount ranked L1, Bidder quoting next higher figure as L2 and so on.
- vii. L1 will be treated as Successful Bidder and his offer will be processed further.

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

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

## Annexure -I Checklist

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

## TECHNICAL PACKAGE - Part 1

Sr. No	Name of Document	No. of sets to be submitted	Page No.
1.	Form of Bid and Appendix thereof (Form A)	(Original)	
2.	Bid Security (Form B) in separate sealed envelope	(Original & Copy)	
3.	Power of attorney for individuals signing on behalf of Bidders (Form E)	(Original & Copy)	
4.	Initialed BID documents	(Original)	

## TECHNICAL PACKAGE - Part 2

1.	Form “ Form “T-1” (Financial Information)		
2.	Form “T-2” (Details of works..... as on 29 Feb 2012)		
3.	Form “T-3” (Project under execution of award)		
4.	Form “T-4” (Performance Report of Works)		
5.	Form “T-5” (Structure and Organization)		
6.	Form “T-6” (Details of Technical & Administrative personnel)		
7.	Form “T-7” (Details of Construction Plant for carrying out the work)		
8	Form T-8 Criteria for Evaluation of Performance		

## FINANCIAL PACKAGE COMPRISING OF:

1.	Financial bid in separate sealed cover		
----	--	--	--

**Note:- Number of sets to be submitted under technical package- Part-II (Sr. Nos. 1 to 8) and Financial Package shall be “Original & Copy” i.e. two numbers.**

**Form A-Form of Bid and Appendix****FORM OF BID**

**Name of the Work: “Package II- Electrical Substation, DG Sets and other electrical works etc. for Modernization, Up-Gradation & Expansion of Existing Plant Facilities at Indian Medicines Pharmaceutical Corporation Ltd. (IMPCL), Mohan, Dist. Almora, Uttrakhand”**

To

**Associate Vice President  
Infrastructure Division-North  
HLL Lifecare Ltd  
B14A, Sector 62,  
NOIDA -201307**

**Sub: Submission of Proposal**

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

1. We acknowledge that the Appendix forms an integral part of the Bid.
2. While preparing this Bid, we have gathered our own information and conducted our own inquiry/survey to our satisfaction and we did not rely solely on the information provided in this BID. We shall not hold IMPCL/HLL responsible on any account in this regard.
3. We undertake, if our Bid is accepted, we shall 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 as per the conditions of the contract.
6. Our Bid is valid for your acceptance for a period of 120 days from the last date of submission of the Bid or any extension thereto by us.
7. We agree to the General Conditions of Contract and Special Conditions of Contract and the terms and conditions mentioned in the NIB.
8. We declare and confirm that before submission of this Bid 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 IMPCL/HLL to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void, if it finds anything contrary to this declaration.

- 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/Bid Security.

- 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.....**2013**

Signature .....

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

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

Address .....

.....

.....

Witness – Signature .....

Name .....

Address .....

.....

.....

**Appendix****Form A****APPENDIX TO THE FORM OF BID**

i.	Amount of bank guarantee as Performance Security to be deposited by financially successful bidder	5 percent of the Total Contract Price to be deposited and balance 5% to be retained from the running bills.
ii	Date for commencement of work	30 days from letter of award or 15 days after handing over of site which ever is later.
iii	Time for completion	According to Table-I (NIT)
iv.	Amount of liquidated damages in case of extension of completion date due to delays by the Contractor	As Given in G.C.C.
v.	Defects Liability Period from the date of issue of "Taking-over certificate"	12 months
vi.	Period of validity of Performance Security	6 months beyond Defects Liability Period

Signature  
(Authorized Signatory)

Date .....

Place .....

Name .....

Address .....

**Form B****FORMAT FOR EMD(BID SECURITY)**

KNOW ALL MEN by these presents that we ..... (Name of Bank) having our registered office at ..... (Name of country) (hereinafter called “the Bank”) are bound unto HLL Lifecare Limited, B-14A Sector-62, Noida , in the sum of Rs. \_\_\_\_\_ for which payment will and truly to be made to the said HLL, the bank binds itself, its successors and assigns by these presents.

WHEREAS.....(Name of Bidder) (hereinafter called “the Bidder”) has submitted its Bid dated \_\_\_\_\_ for **“Package II- Electrical Substation, DG Sets and other electrical works etc. for Modernization, Up-Gradation & Expansion of Existing Plant Facilities at Indian Medicines Pharmaceutical Corporation Ltd. (IMPCL), Mohan, Dist. Almora, Uttrakhand”**

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

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

1. We further agree as follows :

- 1.1 That client may without affecting this guarantee grant time or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said Bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between client and the Bidder.
- 1.2 That the guarantee herein before contained shall not be affected by any change in the constitution of our bank or in the constitution of the Bidder.
- 1.3 That any account settled between client and the Bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- 1.4 That this guarantee commences from the date hereof and shall remain in force till \_\_\_\_\_ (date to be filled up)
- 1.5 That the expression ‘the Bidder’ and ‘the Bank’ herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

2. The conditions of this obligation are :

- a) if the Bidder withdraws his Bid during the period of Bid Validity, or
- b) if the Bidder does not accept the correction of his Bid Price as corrected by the evaluation committee
- c) if the Bidder having been notified of the acceptance of his Bid by client during the period of Bid Validity :
  - i. fails or refuses to furnish the required Performance Security for the amount equal to 5% of the Contract price and/ or
  - ii. fails or refuses to enter into a Contract within 30 days of issue of Letter of Award by IMPCL/HLL

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

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

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

This deed of guarantee made this day of \_\_\_\_\_ between Bank of \_\_\_\_\_ (hereinafter called the “Bank”) of the one part, and INDIAN MEDICINES PHARMACEUTICAL CORPORATION LIMITED(IMPCL MOHAN) A GOVERNMENT OF INDIA ENTERPRISE under Department of “AYUSH”, MoHFW Government of India, of the other part.

Whereas IMPCL/HLL has awarded the Contract “**Package II- Electrical Substation, DG Sets and other electrical works etc. for Modernization, Up-Gradation & Expansion of Existing Plant Facilities at Indian Medicines Pharmaceutical Corporation Ltd. (IMPCL), Mohan, Dist. Almora, Uttrakhand**” to \_\_\_\_\_ (Name of the Contractor)

AND WHEREAS the Contractor is bound by the said Contract to submit to IMPCL/HLL a Performance Security for a total amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (Amount in figures and words).

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

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

4. The Guarantee shall be interpreted in accordance with the laws of India.
5. The Bank represents that this Bank Guarantee has been established in such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.
6. This Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the Constitution of the guarantor Bank or of the Contractor.
7. The neglect or forbearance of IMPCL/HLL in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by IMPCL/HLL for the payment hereof shall in no way relieve the bank of their liability under this deed.
8. The expressions “IMPCL/HLL”, “the Bank” and “the Contractor” herein before used shall include their respective successors and assigns.

In witness where of I/We of the bank have signed and sealed this guarantee on the ----- day of ---  
----- (Month) **2013** being herewith duly authorized.

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

Signature of authorized bank official  
Name: .....  
Designation: .....  
Stamp/Seal of the Bank: .....

Signed, sealed and delivered for and on behalf of the Bank by the above named\_\_\_\_\_in  
the presence of :

Witness 1  
Signature .....  
Name .....  
Address .....  
.....

Witness 2  
Signature .....  
Name .....  
Address .....  
.....

**Form D****FORM OF CONTRACT AGREEMENT**

This agreement is made at **New Delhi** on the ---- day of ----- 2012 between Indian Medicines Pharmaceutical Corporation Ltd hereinafter called “IMPCL”/ HLL Lifecare Limited hereinafter called “HLL” on the **First Part**.

**Second Part**

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

Whereas IMPCL is desirous that certain works should be executed, for “**Package II- Electrical Substation, DG Sets and other electrical works etc. for Modernization, Up-Gradation & Expansion of Existing Plant Facilities at Indian Medicines Pharmaceutical Corporation Ltd. (IMPCL), Mohan, Dist. Almora, Uttrakhand**” hereinafter called the “The Project” and has accepted a Tender submitted by the contractor for the execution and completion of such works as well as guarantee of such works and the remedying of defects therein. NOW THIS AGREEMENT WITNESSTH as follows:

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

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

- 2.1 **Volume – I (NIT & ITB)**
  - Notice Inviting Tender
  - Instruction to Bidders
- 2.2 **Volume- II (GCC and SCC)**
  - General Conditions of Contract(GCC)
  - Special Conditions of Contract (SCC)
- 2.3 **Volume – III (TS)**
  - Technical Specifications(TS)
- 2.4 **Volume – IV (BOQ)**
  - **(Financial bid and Bill of Quantities)**
- 2.5 **All the correspondence till award of contract i.e. addendum, LOA etc.**
- 2.6 **Technical and Financial bids submitted by bidder.**

3. In consideration of the payment to be made by IMPCL/HLL to the Contractor as hereinafter mentioned, the Contractor hereby covenants with MoHFW to execute and complete the Project **“Package II- Electrical Substation, DG Sets and other electrical works etc for Modernization, Up-Gradation & Expansion of Existing Plant Facilities at Indian Medicines Pharmaceutical Corporation Ltd. (IMPCL), Mohan, Dist. Almora, Uttrakhand”** and remedy and defects therein in conformity in all respects with the provisions of the Contract.

IMPCL hereby covenants to pay the Contractor in consideration of the execution and completion of the Project and the remedying of defects therein, the total Contract Price of Rs. -----  
 ----- only) being the sum stated in the Letter of Award (LOA) subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. OBLIGATION OF THE CONTRACTOR

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

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

For and on behalf of the Contractor

For and on behalf of IMPCL/HLL

Signature of the authorized official

Signature of the authorized official

Name of the Contractor

Name of the authorized official

Stamp / Seal of the Contractor

Stamp / Seal of authorized official

SIGNED, SEALED AND DELIVERED

By the said

By the Said

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

On behalf of the Contractor in  
 the presence of:

On behalf of IMPCL in  
 the Presence of

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

**Form E**

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

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

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

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

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

Signature:  
Name and Designation:



**Form K**

**AFFIDAVIT**

I, the undersigned, do hereby certify that the statements made in the required attachments are true and correct.

The undersigned also hereby certifies the our firm M/S ..... have neither abandoned any contract awarded to us nor such work have been rescinded, during last five years prior to date of application.

The undersigned hereby authorize (s) and request (s) any bank , person, firm or corporation to furnish pertinent information deemed necessary and requested by the IMPCL/HLL to verify this statement or regarding my (our) competence and general reputation.

The under signed understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the IMPCL/HLL.

-----

Signed by the Authorized 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 certified by the Chartered Accountant, 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 full address.

**i) Gross Annual Turnover on construction works** for last five years ending 31.03.2013

**ii) Profit / Loss** for last five years ending 31.03.2013

Financial arrangements for carrying out the proposed work. Solvency certificate from Bankers of the bidder in the prescribed Form "T-1 B".

Signature of Chartered  
Accountant with Seal

Signature of Applicant.

**FORM 'T-1 B'**

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

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

(Signature)  
For the Bank

**NOTE:-**

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

**FORM - 'T - 2'****DETAILS OF WORKS OF SIMILAR NATURE COMPLETED**

**DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH PREVIOUS TO THE ONE IN WHICH THE BIDS ARE INVITED**

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

- Indicate gross amount claimed and amount awarded by the Arbitrator.
- Copy of work orders of the above works should also be submitted

Signature of Applicant

**FORM 'T - 3'****PROJECT UNDER EXECUTION OR AWARDED**

<b>Sl.No</b>	<b>Name of Work/ Project &amp; location</b>	<b>Owner of sponsoring Organization</b>	<b>Cost of Work</b>	<b>Date of Commencement As per contract</b>	<b>Stipulated Date of completion</b>	<b>Up-to-date Percentage Progress of work</b>	<b>Slow Progress, If any, &amp; reasons thereof</b>	<b>Name &amp; address/ Telephone No. of officer to whom reference may be made</b>	<b>Remarks</b>
(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 from Owner/Sponsoring organization/ Department 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.	<b>Date of completion :</b>	
	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.	<b>Performance Report :</b>	
	a) Qualify of work	Very Good / Good / Fair / Poor
	b) Financial soundness	Very Good / Good / Fair / Poor
	c) Technical Proficiency	Very Good / Good / Fair / Poor
	d) Resourcefulness	Very Good / Good / Fair / Poor
	e) General behavior	Very Good / Good / Fair / Poor

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

Signatures of

Authorized Signatory

Official Seal of owner/sponsoring organization/ Department

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

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

**Form' T – 5' (Continued)**

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

Signature of Applicant

**Form 'T – 6'****DETAILS OF TECHINICAL & ADMINISTRATIVE  
PERSONNEL PROPOSED TO BE EMPLOYED FOR THE WORK**

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

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

<b>Attributes</b>		<b>Evaluation</b>	
(a)	Financial strength (25 marks)	60% marks for minimum eligibility criteria	
	(i) Average annual Turnover 20 marks	100% marks for twice the minimum eligibility criteria or more	
	(ii) Solvency Certificate 5 marks	In between (i) & (ii) – on pro-rata basis	
(b)	Experience in similar Class of works (25 marks)	60% marks for minimum eligibility criteria	
		100% marks for twice the minimum eligibility criteria or more	
		In between (i) & (ii) – on pro-rata basis	
(c)	Performance on works (time over run) (25 marks)		
	Parameter	Calculation For points	
	Score	Maximum Marks	
	If TOR =	1.0 1.50 2.00 >2.50	25
	(I) Without levy of compensation	25 20 15 10	
	(II) With levy of compensation	25 10 0 -5	
	(III) Levy of compensation not decided	25 15 0 0	
TOR = AT/ST, where AT= Actual Time; ST=Stipulated Time.			
Note: Marks for value in between the stages indicated above is to be determined by straight line variation basis.			
(d)	Performance of works (Quality) (15 marks)		
	Very Good		15
	Good		10
	Fair		5
	Poor		0
(e)	<b>Personnel and Establishment (Max. 10 marks)</b>		
	(i) Graduate Engineer with 20 years experience	2 marks for each	max 4 marks
	(ii) Graduate Engineer with 15 years experience	1.5 marks for each	max 4.5marks
	(iii) Graduate Engineer with 10 years experience	0.5 marks for each	max 1.5 mark

The bidders qualifying the initial criteria as set out in para 1.3 to 1.4 above will be evaluated for following criteria by scoring method on the basis of details furnished by them.

(a) Financial strength (Form ‘T-1’ & ‘T1B’) –	Maximum 25 marks
(b) Experience in similar nature of work during last five years (Form ‘T2’)	Maximum 25 marks
(c) Performance on works (Form ‘T4’) – Time over run	Maximum 25 marks
(d) Performance on works (Form ‘T4’) – Quality	Maximum 15 marks
(e) Personnel and Establishment (Form “T5” & “T6”)	Maximum 10 marks

Total - 100 marks