

HLL Infra Tech Services Ltd. (HITES)
(Subsidiary of HLL Lifecare Ltd., A Government of India Enterprise)
As Executing Agency of
Ministry of Health & Family Welfare,
Government of India, New Delhi

TENDER
FOR

Design, Engineering, Supply, Installation Testing and Commissioning
of STP for PMSSY- Phase III projects at 9 locations

Anantapur
Adilabad
Warangal
Bellary
Hubli
Kozhikode
Thanjavur
Alappuzha
Tirunelveli

Under
Pradhan Mantri Swasthya Suraksha Yojna Phase-III
(PMSSY-III)

Volume- I
Notice Inviting Bids & Instructions to Bidders

Tender No. HITES/IDS/PMSSY-STP/17/46 dated 02.06.2017



HLL Infra Tech Services Ltd. (HITES)
Golden Jubilee Block
HLL Bhavan, Poojappura P.O.
Thiruvananthapuram - 695 012
Phone - 0471 2355404/2775500

(JUNE, 2017)

M/s HLL Infra Tech Services Ltd. (HITES)

(Subsidiary of HLL Lifecare Ltd., A Government of India Enterprise)

As Executing Agency of

Ministry of Health & Family Welfare,

Government of India, New Delhi

NOTICE INVITING TENDER**Tender No. HITES/IDS/PMSSY-STP/17/46 dated 02.06.2017**

HLL Infra Tech Services Ltd. (HITES), Golden Jubilee Block, HLL Bhavan, Poojappura P.O, Thiruvananthapuram – 695 012, as Executing Agency of Ministry of Health & Family Welfare, (MoHFW), Govt. of India invites tenders in three bid system from eligible contractors/firms for the following works under Pradhan Mantri Swasthya Suraksha Yojna, (PMSSY), Phase-III:

Name and Description of work	Completion period of Work (Months)	Last date of submission of tender	Time and Date of Opening of Technical Bid	Date of pre-bid meeting
Design, Engineering, Supply, Installation Testing and Commissioning of STP for PMSSY- Phase III projects at 9 locations Note: The no. of locations has been increased to 9 instead of 8 in the press notification.	6 months	22.06.2017 at 3.00 pm	23.06.2017 at 3.00 pm	14.06.2017 at 11.15 am

The bid document is available from 02.06.2017. For submission & other tender details, please refer detailed NIT on HLL/HITES website, www.lifecarehll.com and www.hllhites.com. The pre-bid meeting for the work shall be held on 14.06.2017 at 11.15 am

HITES 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 HLL/HITES website www.lifecarehll.com and www.hllhites.com corrigendum/amendments etc., if any, will be notified on this portal only and separate advertisement will not be made for this.

Associate Vice President (IDD)
M/s HLL Infra Tech Services Ltd. (HITES),
As Executing Agency
Ministry of Health & Family Welfare, Govt. of India

DISCLAIMER

This document has been prepared by M/s HLL Infra Tech Services Ltd. (HITES) As Executing Agency of Ministry of Health & Family Welfare, (MoHFW), Govt. of India. The information is provided to prospective Bidders, who are interested to Bid for the Design, Engineering, Supply, Installation, Testing and Commissioning of STP for PMSSY- Phase III projects at 9 locations.

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 due care has been taken 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, HITES 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.

HITES 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.

Addition
Deletion
Correction
Over Writing

INFORMATION AND INSTRUCTIONS FOR BIDDERS FORMING PART OF BID DOCUMENT

The Associate Vice President (IDD), M/s HLL Infra Tech Services Ltd. (HITES), (Subsidiary of HLL Lifecare Ltd., A Government of India Enterprise) as Executing Agency of Ministry of Health & Family Welfare, (MoHFW), Govt. of India, New Delhi invites tenders in three bid system from eligible contractors/firms for the following works under Pradhan Mantri Swasthya Suraksha Yojna, (PMSSY):

Name and Description of work	Completion period of Work (Months)	Last date of submission of tender	Time and Date of Opening of Technical Bid	Date of pre-bid meeting
Design, Engineering, Supply, Installation, Testing and Commissioning of STP for PMSSY- Phase III projects at 9 different locations.	6 months	22.06.2017 at 3.00 pm	23.06.2017 at 3.00 pm	14.06.2017 at 11.15 am

1. Contractor who fulfill the following requirements as per requirement of clause 1.4 (i) of Vol 1, shall be eligible to apply. Joint ventures are not accepted.

- a. Experience should be in the name of the bidding firm who shall be registered in India.
- b. Experience of having successfully completed works during the last 7 years ending last day of the month previous to the one in which applications are invited. The works completed upto previous day of last date of submission of tenders shall also be considered.

Two similar completed works each with capacity not less than 150 KLD

Or

One similar completed work of each with capacity not less than 250 KLD

*"Similar Works" shall mean a Project comprising of design, setting up and commissioning of STP plant

Own works/ work under the same management/ own certification of the bidder shall not be considered for pre-qualification.

c. To become eligible to bid, the bidders shall have to submit an affidavit with their bids .

“I/We undertake and confirm that eligible similar works(s) as mentioned in Annexure 6 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 HITES then I/we shall be debarred for tendering in HITES, contracts in future forever. Also, if such a violation comes to the notice of HITES, before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.”

e.Turnover: Average annual financial turnover should be at least Rs 50 lakhs as per Note 1, during the immediate last three consecutive financial year ending 31st March, 2016.

f. Profit / loss: The Company should have a positive Net Worth and should have incurred loss(profit after tax should be positive) in not more than Two years in last Five years ending FY 2015-16. This should be duly certified by the Chartered Account.

g. Direct / indirect Joint Ventures (JV)/ Consortium of any kind are not permitted.

i. Successful presentation of concept plan explaining the technology and components used, before the designated technical committee of HITES is a criteria for selection.

j. Minimum Technical manpower in the prescribed form is also a criteria of selection.

k. Solvency Certificate: Solvency of the amount equal to (Rs 40 lakhs).

Note 1

A single bidder can quote only 2 works with the existing eligibility ie with the same turnover Rs 50 lakhs

Those Bidders those who are quoting for more than 2 works. They should meet the turnover as follows

Sl no:	Number of works :	Turnover in lakhs
1	3	75
2	4	100
3	5	125
4	6	150
5	7	175
6	8	200
7	9	225

One bidder can apply for any number of projects among the proposed 9 locations subject to the above turnover clause of eligibility criteria.

- This is a three envelope system. Envelope - 1 :- Documents related to eligibility criteria, of all tenderers shall be opened first and the fulfilment of the eligibility criteria will be checked. Envelope - 2 :- Technical bid of tenderers who satisfy the eligibility criteria shall then be opened at notified time, date and place in presence of tenderers or their representative. The Envelope 2- Technical bid of the bidders shall consist of design including civil/mechanical/ electrical. The Bidders will be invited for making a design presentation and if necessary the bidders may be asked by the designated committee to present again. The Price bid - Envelope - 3, of the bidders who satisfies the eligibility criteria Envelope 1 and qualifies in the technical bid - Envelope 2 will be opened in presence of bidders who choose to attend.***
- 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.
- Information and Instructions for bidders posted on website shall form of bid document.
- The document consisting of plans, specifications 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 HLL/HITES website @ <http://www.lifecarehll.com> and <http://www.hllhites.com> free of cost.
- The document cost of Rs.5250/- (Rupees Five thousand two hundred and fifty only) shall be in the form of Demand Draft or Pay order or Banker's Cheque in favour of HLL Infra Tech Services Ltd. (HITES) payable at Thiruvananthapuram
- Certificate of Financial Turnover:** At the time of submission of bid, contractor should submit Affidavit/ Certificate from CA mentioning Financial Turnover of last 3years or for the period as specified in the bid document and the relevant pages of the profit and loss statement and balance sheet from the annual report.
- Pre Bid conference shall be held in the office of The Associate Vice President (IDD),M/s

HLL Infra Tech Services Ltd. (HITES), Golden Jubilee Block, HLL Bhavan, Poojappura P.O., Thiruvananthapuram – 695 012, Phone - 0471 2355404/2775500 at 14.06.2017 at 11.15 am will be connected by Video conference to our Sub Regional offices at Bangalore and Chennai to clear the doubt of intending bidders, if any.

8. The HITES/MoHFW 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 criteria.

Sd/-
Associate Vice President (IDD)
M/s HLL Infra Tech Services Ltd. (HITES),
As Executing Agency
Ministry of Health & Family Welfare, Govt. of India

M/s HLL Infra Tech Services Ltd. (HITES)

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

- i. Form of Bid and Appendix (Form A) and Form A appendix.
- ii. Power of attorney (Form E) in favour of the person signing the bid.
- iii. Affidavit by Bidder (Form K)
- iv. Affidavit by Bidder (Form L)
- v. Form "T-1" (Financial Information- Annual Financial Statement for the last Five Years)
- vi. Form "T-1-B" (Solvency certificate form a scheduled Bank)
- vii. Form "T-2" (List of all works of similar nature successfully completed during the last seven years)
- viii. 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.
- ix. Form "T-4" (Performance Report of works)
- x. Form "T-6" (Details of Technical personnel)
- xi. Certificate of Registration for service tax and acknowledgement of up-to-date file return.
- xii. Copy of works contract Tax / VAT Registration or undertaking in this regard as per clause 1.27
- xiii. Undertaking as per requirements of clause 1.28 (as per format Form M)
- xiv. Integrity pact & Agreement duly signed by the person authorized to sign the bid on behalf of the bidder (As per performa given on page from 2 to 9 of GCC volume-II.

Definitions

1. **“Application”** shall mean the response submitted by interested parties.
2. **“BID/Tender”** shall mean documents issued by M/s HLL Infra Tech Services Ltd. (HITES) to the prospective Bidder. The word “Tender” is synonymous with **“Bid”**.
3. **“Bid Security/ Earnest Money”** shall mean the amount to be deposited by the Bidder with the Tender.
4. **“Bid Validity”** shall mean the period for which the Bids shall remain valid.
5. **“Bidder”** shall mean the party participating in the Tendering process pursuant to and in accordance with the terms of this document. The word **“Tenderer”** is synonymous with **“Bidder”**.
6. **“Contract Agreement”** shall mean the agreement to be signed between the Successful Tenderer and the competent authority of M/s HLL Infra Tech Services Ltd. (HITES)/ their authorized representative.
7. **“Contract Price”** shall mean the financial bid of the Successful Tenderer as accepted by the Client.
8. **“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.
9. **“Defects Liability Period”/“Maintenance Period”** means the period after completion of the Project during which the MoHFW or his authorized representative/ Engineer-in-charge/HITES 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.
10. **“Engineer in Charge” (EIC)** means the Engineer Officer as mentioned in the schedule “F” hereunder, as authorized by M/s HLL Infra Tech Services Ltd. (HITES).
11. **“Evaluation Committee/ Technical committee”** shall mean the committee constituted by M/s HLL Infra Tech Services Ltd. (HITES) which may comprise of Engineers of HITES. The technical committee will assist the Bid evaluation committee in evaluation of the design and other technical matters.
12. **“HITES”** shall mean M/s HLL Infra Tech Services Ltd., appointed by MOH&FW as a Executing Agency for the project.
13. **“Letter of Award”** shall mean the letter issued by the M/s HLL Infra Tech Services Ltd. (HITES) to the Successful Tenderer inviting him to sign the Contract Agreement.
14. **“Performance Guarantee”** shall mean the amount to be paid by the Successful bidder as per relevant clause mentioned elsewhere.
15. **“Processing Fee”** shall mean the amount to be paid by the Tenderers in consideration of cost of bid document.

16. **“Project”** shall mean **“Design, Engineering, Supply, Installation, Testing and Commissioning of STP for PMSSY- Phase III projects at 9 locations”**.
17. **“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.
18. **“Successful bidder”** shall mean the bidder declared technically and financially successful for the Project and with whom, the Contract Agreement shall be signed.
19. **“Similar Works”** as defined in eligibility criteria.
20. **“Scheduled banks”** mean **“Scheduled commercial Banks”**
21. **“Employer/Principal Employer”** means **M/s HLL Infra Tech Services Ltd. (HITES) as Executing Agency of Ministry of Health & Family Welfare, Government of India.**
22. **“NIT”** means **Notice Inviting Tender**. The word **“Notice Inviting Tenders”** is synonymous with **“Notice Inviting Bids”**.
23. **“ITB”** means **Instructions to Bidders**
24. **“PMSSY”** shall mean **Pradhan Mantri Swasthya Suraksha Yojana.**
25. **MoHFW** shall mean **Ministry of Health & Family Welfare.**

NOTICE INVITING BIDS**M/s HLL Infra Tech Services Ltd. (HITES)**

(Subsidiary of HLL Lifecare Ltd., A Government of India Enterprise)

As Executing Agency of**Ministry of Health & Family Welfare, Government of India, New Delhi**

1. The Associate Vice President (IDD) , M/s HLL Infra Tech Services Ltd. (HITES), (Subsidiary of HLL Lifecare Ltd., A Government of India Enterprise), Thiruvananthapuram invites tender as executing agency of Ministry of Health & Family Welfare, (MoHFW), Govt. of India, New Delhi invites tender in 3 bid system from eligible contractors through as per eligibility criteria laid down, for the work of **“Design, Engineering, Supply, Installation, Testing and Commissioning of STP for PMSSY-Phase III projects at 9 locations.**
- 1.1. The Associate Vice President (IDD) will deal all the matters relating to invitation of tenders. Any clarification shall be sought from the Associate Vice President (IDD) on courier. The NIT and other details are also available on the HLL/HITES website @ <http://www.lifecarehll.com> and www.hllhites.com
- 1.2. Pre Bid conference shall be held in the office of the Associate Vice President (IDD) , M/s HLL Infra Tech Services Ltd. (HITES), Golden Jubilee Block, HLL Bhavan, Poojappura P.O., Thiruvananthapuram – 695 012, Phone – 0471 2775500/ 2355404 at 14.06.2017 at 11.15 am will be connected by Video conference to our Sub Regional offices at Bangalore and Chennai to clear the doubt of intending bidders, if any

Name and Description of work	Completion period of Work (Months)	Last date of submission of tender	Time and Date of Opening of Technical Bid
Design, Engineering, Supply, Installation, Testing and Commissioning of STP for PMSSY- Phase III projects at 9 locations.	6 months	22.06.2017 at 3.00 pm	23.06.2017 at 3.00 pm

- 1.3. 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 competent authority, of having satisfactorily completed similar works of magnitude specified below:

1.4.2 Eligibility Criteria

The Tenderer should meet the following minimum eligibility criteria:

- a. Experience should be in the name of the bidding firm who shall be registered in India.
- b. Experience of having successfully completed works during the last 7 years ending last day of the month previous to the one in which applications are invited. The works completed upto previous day of last date of submission of tenders shall also be considered.

Two similar completed works each with capacity not less than 150 KLD

Or

One similar completed work of each with capacity not less than 250 KLD

*“Similar Works” shall mean a Project comprising of design, setting up and commissioning of STP plant

Own works/ work under the same management/ own certification of the bidder shall not be considered for pre-qualification.

- c. To become eligible to bid, the bidders shall have to submit an affidavit with their bids .

“I/We undertake and confirm that eligible similar works(s) as mentioned in Annexure 6 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 HITES then I/we shall be debarred for tendering in HITES, contracts in future forever. Also, if such a violation comes to the notice of HITES, before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.”

- e. Turnover: Average annual financial turnover should be at least Rs 50 lakhs as per Note 1, during the immediate last three consecutive financial year ending 31st March, 2016.
- f. Profit / loss: The Company should have a positive Net Worth and should have incurred loss(profit after tax should be positive) in not more than Two years in last Five years ending FY 2015-16. This should be duly certified by the Chartered Account.
- g. Direct / indirect Joint Ventures (JV)/ Consortium of any kind are not permitted.
- i. Successful presentation of concept plan explaining the technology and components used, before the designated technical committee of HITES is a criteria for selection.

- j. Minimum Technical manpower in the prescribed form is also a criteria of selection.
- l. Solvency Certificate: Solvency of the amount equal to (Rs 40 lakhs).
- m. The bidder shall submit the copy of service tax registration/ VAT registration/ Sales Tax registration)

Note 1

A single bidder can quote only 2 works with the existing eligibility ie with the same turnover Rs 50 lakhs

Those Bidders those who are quoting for more than 2 works. They should meet the turnover as follows

Sl no:	Number of works :	Turnover in lakhs
1	3	75
2	4	100
3	5	125
4	6	150
5	7	175
6	8	200
7	9	225

One bidder can apply for any number of projects among the proposed 9 locations subject to the above turnover clause of eligibility criteria.

- 1.4. The time allowed for carrying out the work will be **6 Months (Six 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.
- 1.5. (i) The site for the work is available.
(ii) The civil construction drawings shall be made available by the bidder in phase manner, as per requirement of the same as per approved programme of completion after the award of work.
- 1.6. The bid documents consisting of the set of terms and conditions of the contract to be complied with and other necessary documents is available from 02.06.2017 at HLL/HITES website @ <http://www.lifecarehll.com> & www.hllhites.com for free of cost.

- 1.7. Last date of submission of documents is 22.06.2017 at 3.00 pm & Opening at 23.06.2017 at 3.00 pm
- 1.8. Cost of bid Document -Rs.5250/- (*Rupees Five thousand two hundred and fifty only*) drawn in favour of "HLL Infra Tech Services Ltd. (HITES)" Payable at Thiruvananthapuram shall be submitted along with the tender document in a sealed envelope and have to be submitted to the office of The Associate Vice President (IDD)

1.8.1. The bid submitted shall be come invalid and cost of bid shall not be refunded if:

- (i) The bidder is found ineligible.
- (ii) The bidder does submit all the documents (including service tax registration/ VAT registration/ Sales Tax registration) as stipulated in the bid document.

- 1.9. **The Earnest money of Rs 1 lakh/ each project in shape of demand draft or fixed deposit receipt or Banker's cheque of a scheduled bank or Rs 50,000/- in the form above and Rs 50,000/- in the form of Bank guarantee as per form B valid for 6 months or more from the last date of receipt of tenders or any extension thereof issued in favour of "HLL Infra Tech Services Ltd. (HITES)" Payable at Thiruvananthapuram shall be submitted along with the tender to the office of Associate vice President (IDD). Interested contractor who wish to participate in the bid has also to submit following in the form of Demand Draft/ Pay order or Banker's Cheque of any Scheduled Bank .**

The EMD should be given for each site ie if a bidder is participating in all the 9 projects, then Rs 8 lakhs at the rate of Rs 1 lakh / each site should be given.

- 1.10. The tender comprising the Instructions to bidders, Technical Package detailed in clause 2.3.6 and 2.3.7 of ITB shall be submitted and each marked as per clause 2.3.12 of ITB and will be opened at the office of the Associate Vice President (IDD) , (HITES), M/s HLL Infra Tech Services Ltd. (HITES), Golden Jubilee Block, HLL Bhavan, Poojappura P.O., Thiruvananthapuram - 695 012, Phone - 0471 2355404/2775500 on 23.06.2017 at 3.00 pm
- 1.11. The Contractor, whose bid 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 fixed deposit receipt (FDR) or Banker's Cheque or Demand Draft or Bank Guarantee of any scheduled commercial bank based in India, in favour of "HLL Infra Tech Services Ltd. (HITES)" as per Form C. **Performance Bank Guarantee to be valid up to sixty days beyond the stipulated date of completion or the extended period, thereof.**
- 1.12. In case the contractor fails to deposit the said performance guarantee within the period as indicated in, including the extended period if any, the earnest money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
- 1.12.1. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses / registration or proof of applying for obtaining

labour licenses, registration with EPFO, ESIC and programme chart (time and progress) and manpower deployment schedule within the period .

1.13. Evaluation based on eligibility criteria

Evaluation of the performance of contractors for eligibility shall be done by the Bid Evaluation Committee of (HITES). If required, the works executed by the bidders who otherwise qualify may be got inspected by The Associate Vice President (IDD) (HITES) or a committee or any other authority as decided by HITES/MoHFW.

- 1.14. The description of the work is as follows: - The work involves “Design, Engineering, Supply, Installation, Testing and Commissioning of STP for PMSSY- Phase III projects at 9 locations”
- 1.15. Further details can be seen at HLL/HITES website <http://www.lifecarehll.com> and www.hllhites.com
- 1.16. Copies of other drawings and documents pertaining to the works are available online for bidders at HLL/HITES website @ <http://www.lifecarehll.com> and www.hllhites.com
- 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 MoHFW/HITES and local conditions and other factors having a bearing on the execution of the work.
- 1.18. The Competent Authority for & on behalf of the HITES does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
- 1.19. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 1.20. The competent authority on behalf of HITES reserves to himself the right of accepting the whole or any part of the tender and the bidder shall be bound to perform the same at the rate quoted.
- 1.21. The contractor shall not be permitted to tender for works in case his near relative is Gazetted officer in Ministry of Health and Family Welfare or in the Managerial

cadres of HITES and is directly dealing with the Project PMSSY. 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 **120 (ONE HUNDRED AND TWENTY)** days from the date of opening of the technical 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 Design, Engineering, Supply, Installation Testing and Commissioning of STP for PMSSY- Phase III projects at 9 locations
- 1.26. The Bidder must associate with himself agencies otherwise eligible to tender for other components individually including specialized services for which an affidavit/undertaking as per format enclosed at Form H should be submitted along with the Technical Bid.
- 1.27. Registration/ Licence: The firm should have Works Contract Tax/VAT Registration with the appropriate Authorities **In case the firm is not registered at the time of submission of bid, they will submit an undertaking that they will get themselves registered with the concerned authorities in case they are awarded the work**
- 1.28. The contractor/firm will indemnify MoHFW/HITES, 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 along with prequalification.
- 1.29. This Notice Inviting bid shall form a part of the contract document. The successful Tenderer/ contractor, on acceptance of his bid 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, 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 HITES 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 Tenders (NIT), PQ Criteria & Instructions to Bidders (ITB))**
- 1.30.2. **Volume - II (General Conditions of Contract)**
- 1.30.3. **Volume -III (Price bid)**

All amendments(s)/ corrigendum, if any.

- 1.31. HITES 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 HITES for rejection of his tender.

Sd/-
Associate Vice President (IDD)
M/s HLL Infra Tech Services Ltd. (HITES),
As Executing Agency
Ministry of Health & Family Welfare, Govt. of India

SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

2 Introduction:

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

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

2.1 Eligibility Criteria : As per Notice inviting Bids

Bidders are advised to read through the tender documents carefully and visit the sites as per clause 2.3.5 and satisfy themselves with the site condition before quoting. Further this is a three envelope tender and the bidders have to submit the all the three envelopes ie (Envelope I- documents related to eligibility criteria, Envelope 2- technical bid & Envelope 3 – Financial bid . Only those bidders who satisfy the technical eligibility will be qualified for price bid opening .The evaluation of technical bid will be based on the eligibility documents as well as the presentation made by the bidder before the designated technical committee of HITES.

The Price bid - Envelope – 3, of the bidders who satisfies the eligibility criteria Envelope 1 and qualifies in the technical bid –Envelope 2 will be opened in presence of bidders who choose to attend.

2.2 Disqualification. Even if a Contractor meets the eligibility criteria as, Executing Agency 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.
- 2.2.4 Those bidders who has been abandoned or discontinued the work without justifiable costs

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 HITES 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. HITES 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 The Associate Vice President (IDD), (HITES), Thiruvananthapuram in writing or by tele-fax at the mailing address indicated in Notice Inviting Bid. The Associate Vice President (IDD) ,will respond any request for clarification which is received before the pre bid meeting. HITES’s response (including an explanation on the query but without identifying the source of the inquiry) upload on the HLL website @ <http://www.lifecarehll.com/>. Only written communication/clarification 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, HITES, 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 s in the form of the addendum/corrigendum will be made available on the HLL/HITES website <http://www.lifecarehll.com> and www.hllhites.com not later than 7 days to the original are extended deadline for the submission of the bids. The uploading of the said amendments shall be binding of the bidders. The Bidders are strongly advised to regularly visit the HLL/HITES website <http://www.lifecarehll.com> and <http://www.hllhites.com> 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 HITES may, at its discretion, extend the deadline for the submission of Bids.
- iv. The above information will only be placed on the HLL/HITES website <http://www.lifecarehll.com> and <http://www.hllhites.com> 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

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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 HITES, including availability of electricity, water and drainage, where applicable.

The levels, measurements and other information concerning the existing site on the conceptual / layout drawings are believed to be correct, but the tenderer should verify them for himself and also examine the nature of the ground as no claim or allowance whatsoever shall be entertained on account of any errors or omissions and commissions in the levels or strata turning out different from what is shown on the drawings.

HITES 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 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 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 -Shall be submitted in ORIGINAL along with the tender and shall comprise the following :

- I. Original Non-refundable Demand Draft of Rs.5250/- (Rupees Five thousand two hundred and fifty only)
- II. Form A- Form of bid and Appendix, duly signed and filled.
- III. Original affidavit (as per format at Form K)
- IV. Power of attorney (Form E) in favour of the person signing the bid.
- V. Affidavit by Bidder (Form K)

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- VI. Affidavit by Bidder (Form L)
- VII. Form “T-1” (Financial Information- Annual Financial Statement for the last Five Years)
- VIII. Form “T-1-B” (Solvency certificate form 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-6” (Details of Technical personnel)
- XIII. Certificate of Registration for service tax and acknowledgement of up-to-date file return.
- XIV. Copy of works contract Tax / VAT Registration or undertaking in this regard as per clause 1.27
- XV. Undertaking as per requirements of clause 1.28 (as per format Form M)
- XVI. Integrity pact & Agreement duly signed by the person authorized to sign the bid on behalf of the bidder (As per performa given on page from 2 to 9 of GCC volume-II.

2.3.7 Financial Package

These prices should include all costs associated with the Project including any out of pocket/ mobilization expenses, taxes, charges, levies, cess, VAT, as per GCC 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).

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

2.3.9 Extension of Bid Validity

Prior to the expiry of the original Bid Validity Period, HITES 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.

2.3.10 Format and Signing of Bid

- a. Bid documents (technical package and financial package/ bid) shall be digital 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 HITES, 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.

2.3.11 Sealing and Marking of Bids

- a. The Bid shall be submitted along with documents and mode of submission mentioned in the Clause 2.3.6 and Clause 2.3.7 of Volume I and also mentioned in the Checklist at Annexure - I of this volume I as eligibility criteria documents ie Envelope - 1 :- Documents related to eligibility criteria. Envelope - 2 :- Technical bid (consist of design including civil/mechanical/ electrical design) & Envelope - 3 :- financial bid.

Please note that the price should not be indicated in any of the documents enclosed in Technical package- envelope 1 or 2. Non-compliance shall entail rejection of the Bid.

Please note that the price should not be indicated in any of the documents enclosed in ***Technical package- envelope 1 or 2***. Non-compliance shall entail rejection of the Bid.

2.3.12 Submission of Bids

Bids should be submitted to:

**The Associate Vice President (IDD) ,
HLL Infra Tech Services Ltd. (HITES)
Golden Jubilee Block
HLL Bhavan, Poojappura P.O.
Thiruvananthapuram - 695 012
Phone - 0471 2355404/2775500**

As Executing Agency of Ministry of Health & Family Welfare, Govt. of India

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

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obligations of the HITES 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 volume I, shall be submitted by hand or through registered post or speed post at the address mentioned above. HITES 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.
- v. Bid Due Date
 - a. Bids should be received at HITES office on or before the stipulated/extended time and date as specified in Notice Inviting Bids.
 - b. HITES may, in exceptional circumstances, and at its sole discretion, extend the Bid due date by issuing an addendum.
- vi. Late Bids

The bid shall be submitted on or before the due date & time of submission of bid. The bids submitted after the due date of submission will be summarily rejected.

2.3.13 Power of Attorney:

Bidders shall submit, along with Technical Package, 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 HITES 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, Power of Attorney is not required.

In the event of tender being submitted by a firm, it must be signed separately by each partner thereof or in the vent of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act 1932.

2.3.14 Bid Opening and Evaluation:

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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. Technical Package of the Bids containing required forms will only be opened. They will be checked for completeness and confirmation of required documents.
- v. The Bidders name, the presence or absence of the requisite details as required or their authorized representative, may consider appropriate will be announced at the time of Bid opening.
- vi. Technical evaluation shall be as per Evaluation Process.

2.3.15 Determination of Responsiveness

- i. Prior to the detailed evaluation of Bids, HITES will determine whether each Bid is responsive to the requirements of the tender.
- ii. For the purpose of this clause, a responsive Bid is one which:
 - a. is accompanied by the power(s) of attorney if required
 - b. contains all the information as requested in the Bid Document
 - c. contains information in formats same/similar as those specified in this Bid Document
 - d. mentions the validity period of the offer
 - e. 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, HITES'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 HITES. The decision of the HITES in this regard shall be final and binding.

2.3.16 Evaluation of Bids

- i. HITES would examine and evaluate responsive Bids, as per the criteria set out in this document at Section IV Evaluation Process

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- ii. HITES 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.

2.3.17 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 for clarifications. The request for clarification and the response shall be in writing or by tele-fax.

The procedure for the evaluation is as follows

First the bidders have to submit all the three envelopes ie (Envelope 1- documents related to eligibility criteria, Envelope 2- Technical bid & Envelope 3 - Financial bid . on or before the due date of submission of the tender. The Envelope 1- documents related to eligibility criteria will be opened first at the designated time and venue in the presence of bidders who choose to attend. The responsiveness of the bids as per the clause 2.3.14 will be checked and only those bids found responsive will be evaluated further .

After the opening of Envelope 1- documents related to eligibility criteria and clarification if any, the responsive bidders are selected. The Envelope 2- Technical bid of the responsive bidders who satisfy the eligibility criteria will be opened at notified date,time and place and will be invited for a presentation on the proposed STP before the designated technical committee of HITES. Based on the responsiveness, documental fulfilment of eligibility criteria and the presentation, the evaluation of technical bid will be carried out and the technically qualified bidders will be selected.

The Envelope 2- Technical bid of the bidders shall consist of design including civil/mechanical/ electrical design and an optimal general design will be finalized which will be conveyed to all the selected bidder. The price bid can be modified based on this finalized general design. The detailed design and shop drawings will have to be done by the selected bidder including the civil and structural drawings.

For civil and structural part ,the bidders shall give the entire design but the construction work will be done by the existing civil contractor engaged by HITES.

The Price bid - Envelope - 3, of the bidders who satisfies the eligibility criteria Envelope 1 and qualifies in the technical bid -Envelope 2 will be opened in presence of bidders who choose to attend.

2.3.18 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 HITES's 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.

2.3.19 Award of Contract

i. Award Criteria

HITES 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

- a. Prior to the expiry of the period of Bid Validity, HITES 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 HITES, 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 HITES/MOH&FW from the unsuccessful Bidders.
- b. The Letter of Award shall constitute a part of the Contract.
- c. Upon submission of Performance Guarantee by the Successful Bidder, HITES will promptly notify the other Bidders and discharge/ return their Bid securities.

iii. Signing of Agreement

- a. HITES 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 FIFTEEN days from the date of issue of the Letter of Award the Successful Bidder will be required to execute the Contract Agreement.
- b. Prior to the signing of the Contract Agreement, the Successful Bidder shall

submit Performance Guarantee.

- c. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and Programme Chart (Time and Progress) and manpower deployment schedule within the period specified in schedule F.
- d. The Contract Agreement shall be duly signed by the Executing Agency and the Contractor through their authorized signatories.
- e. In case the Successful Bidder does not sign the Contract Agreement, *HITES* 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.
- f. Contract agreement will be signed by the authorized signatories.

All amendments/ addendums shall be made available at HLL/HITES website ,www.lifecarehll.com. and www.hllhites.com, it will be the responsibility of the bidder to see the web site regularly and update.

PART II: PROJECT DETAILS AND SCOPE OF WORK

1 THE PROJECT DETAILS AND SCOPE OF WORK:

SECTION-III
SCOPE OF WORK

1.3.1 Brief Scope

The project involves the Design, Engineering, Supply, Installation Testing and Commissioning of STP for PMSSY- Phase III projects at 9 locations on turnkey projects

The work shall, inter-alia, include the following:

- i. STP should be designed for mechanized operation wherever practical for the operator's safety, health and hygiene.
- i. The Project is turn-key job and it will be the responsibility of the bidder to carry out basic and detailed design, engineering, except civil construction, equipment supply, installation, testing and commissioning and handing over a completely functional unit complying with Central Public Health and Environmental Engineering Organisation (CPHEEO) Manual/Guidelines and state PCB norms and with all necessary components
- ii. Design of all civil structures for the system. The construction of civil works, plumbing work from the exit point of STP to the disposal point will be carried out by the civil contractor as per design given by the STP contractor. Civil design work only is included in the STP contract. The construction will be carried out by the existing civil contractor.
- iii. Preparing application for getting and follow-up till obtaining required approvals, permissions, NOC from the state pollution control board and other applicable environmental statutory bodies.
- iv. All aspects of quality assurance, including testing of equipment and other components of the work

- v. Project Management to ensure completion of Project as per timelines.
- vi. Submission of Operators’ Manual and training of personnel.
- vii. Submission of the completion (‘as-built’) drawings in sufficient no: of copies and other related documents along with a soft copy any related software.
- viii. Making good any defect during the Defects Liability Period
- ix. The Defect Liability Period. is of 2 years .
- x. The design shall be vetted by HITES and any modifications suggested as essential shall be carried out without any cost implication to HITES.
- xi. *The reuse of water for landscaping etc should satisfy the requirements for maximum points in GRIHA rating.***

1.3.2 Design criteria is to be specified with the proposal by the bidder

The design shall meet BIS and international standards and should be complete in all respects as per international best practices. Detailed design including the design criteria, codes and standards referred and specifications of the materials to be used for the design should be submitted by the bidder along with his proposal. Other documents as detailed in Instruction to Applicants should be submitted along with the design.

1.3.3 Reference to the Standard Codes of Practice

1.3.3.1 All Standards, Technical Specifications and Codes of practice referred to shall be latest editions including all applicable official amendments and revisions. The Contractor shall make available at site all relevant Indian Standard Codes of practice as applicable.

1.3.3.2 Wherever Indian Standards do not cover some particular aspects of design/ construction, relevant International Standards shall be referred to. The contractor shall make available at site such standard codes of practice.

1.3.3.3 In case of discrepancy in reference to Standard Codes of Practice, the order of precedence shall be BIS, IRC, BS, ASTM, DIN, VDI

1.6 DOCUMENTS COMPRISING THE TENDER

TECHNICAL details

The proposal should cover in detail the following:

- i. Understanding and comprehension of the work involved.
- ii. Description of the System proposed, technology concept, process flowsheet, basic sizing, design codes to be followed for each unit
- iii. The general approach and methodology proposed for carrying out the services covered in the Scope of Work, including such detailed information as deemed relevant.
- iv. List of vendors from whom the materials and equipment are planned to be procured in a consolidated table.
- v. The details of the concept and technology to be used
- vi. A program implementation schedule with broad list of activities, timelines and milestones (Hard and soft copy). Bar chart shall be made showing the activity to be performed for the project along with duration of each activity on a weekly basis.

1.6.1 No information relating to financial terms of services should be included in the Technical bid.

Letter of Award:

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

SCOPE OF WORK
SCHEDULE OF PAYMENT BASED ON MILESTONES

S. N	Milestone	% of cost of the work
1	Submission and approval by HITES of complete design	5 %
a)	Getting NOC from PCB	5 %
2	Submission of GFC drawings for civil works	5 %
3	Completion of civil construction (coordination & expert supervision)	5 %
4	Supply of equipment's	The prorata schedule shall be got approved from engineer in charge – 50%
5	Erection of equipment's	20%
6	Testing & commissioning of equipments	10%

PROJECT DETAILS AND SCOPE OF WORK

The tender is invited on turnkey basis for Design, Engineering, Supply, Installation Testing and Commissioning of STP for PMSSY- Phase III projects. Preparing applications for consent to establish and consent to operate, and revising applications if required, for obtaining approval of State Pollution Control Board including necessary follow up with the concerned local/state/ central authorities and obtaining the approvals.

The main source of effluent is wastewater resulting from Toilets, pantries, and washrooms, medical testing laboratories. The scope of work includes detail design, drawings, getting approvals from statutory bodies, coordinating during construction, erection, including all necessary electrical, piping and mechanical installations, commissioning and operating the sewage treatment plant for 2 years.

Treated effluent quality to be achieved shall be not more than:

1. BOD 10 mg/l
2. COD 50 mg/l
3. TSS 20 mg/l
4. NH4-N 5 mg/l
5. TN 10 mg/l
6. Diss. P 2 mg/l
7. FC <100 MPN/100ml
8. pH 6.5 to 8.5

The work should be carried out on a turnkey basis covering a performance guarantee of plant as per the standards committed for minimum of 5 years.

Bidder will have to submit process flowsheet, with basic equipment specs along with Tender justifying each parameters on qualification of the document. The scope for operation and maintenance is also included.

Operation of the plant for 2 years and training the client staff will be in the scope of the contractor without any extra additional cost.

Employers's Requirments

TECHNICAL SPECIFICATION
FOR SEWAGE TREATMENT PLANT

Section A- SEWAGE TREATMENT PLANT

1.1 GENERAL

The main source of effluent is wastewater, sewage and sullage from Toilets, pantries, washrooms, medical laboratories. The scope of work includes detailed design, drawings, getting NOC and approvals from statutory bodies like State Pollution control board coordinating during construction, erection, commissioning and obtaining best results for completely below ground domestic sewage treatment plant with electrical, mechanical and piping.

1.	BOD	10 mg/l
2.	COD	50 mg/l
3.	TSS	20 mg/l
4.	NH4-N	5 mg/l
5.	TN	10 mg/l
6.	TP	2 mg/l
7.	FC	<100 MPN/100ml
8.	pH	6.5 to 8.5

The work should be carried out on a turnkey basis covering a Defect Liability period of 2 years and the contractor should provide comprehensive maintenance for the system. The scope of work for the contractor also includes taking NOC and all necessary statutory approvals from all concerned authorities like state PCB and bodies for the successful installation and commissioning of the plant. The bidder should done the Design, Engineering, Supply, Installation , Testing and Commissioning of STP for the 9 PMSSY- Phase III projects accordingly.

STP of required capacity complete in all respects including all contingent Electrical, Mechanical, piping & instrumentation works and including operation & maintenance .The bidder will not be paid any extra for any deviations.

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TURNKEY

Bidder has to submit detail design, hydraulics, plan and section with detail equipment specs along with application justifying each parameters

1.6 SCOPE OF CONTRACT & DESCRIPTION OF WORK SCOPE OF CONTRACT

The Application is invited on turnkey basis for Design, Engineering, Supply, Installation , Testing and Commissioning of STP for PMSSY- Phase III projects as specified. NOC from Pollution Control Board and all statutory approvals shall be in the scope of the bidder including discussion & liaisoning with PCB authorities . Fees paid for the same will be reimbursed on production of receipt.

The successful contractor will be required to submit the Detailed Process & Structural drawings (shop drawings) incorporating the thickness of various structural members.

These detailed drawings shall be submitted to HITES for their comments & approval. Bidder has to submit all the technical details for equipments used for operation of plant to the HITES engineer and should get approval. All the works shall be carried out as per final "good for construction drawings" only.

- Testing and commissioning shall be subject to inspection from HITES
- Inspection visit of HITES officials to inspect all the equipment's before supply shall be arranged by the Contractor.
- Complete interconnecting piping between various units as per piping details including supply of all materials like GI pipes, fittings, all valves, gaskets, flanges, nuts and bolts including all materials required for necessary pipe supports, etc., complete.
- Supply, erection and commissioning of all the equipments required for the sewage treatment plant as per the individual equipment specification.
- All electrical works including all electrical motors for the various equipment confirming to IS 5600 - 1970, cabling, LT panel, starters, etc.,
- The scope of work includes coordinating all necessary civil works like construction of panel foundations, cable trenches, cable supports, lighting of entire plant as per drawing etc., complete.

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- Commissioning of all the equipment after the electricity is supplied will be within the scope of contract.
- All temporary sheds, office, go downs, etc. required for storage of materials and for contractors supervisory personnel at site.
- The bidder has to submit include the cost for operation and maintenance, inclusive of all consumables, man power and electrical power charges for DLP along with tender.
- Battery Limits: Power and water shall be provided at a single point from where the bidder has to make further arrangement .The battery limit of sewage shall be a single point brought upto the STP.

1.7 DETAILS OF CIVIL WORKS

Design to be specified by the bidder

1.8 GENERAL

The bidder shall design the entire civil works for this project and provide GFC drawings to the civil contractor appointed by HITES. The coordination of the civil works with the equipment installation is also in the scope of the bidder.

The scope of work regarding Civil Works also includes coordinating for water tightness/seepage as per relevant IS CODES FOR ALL WATER RETAINING STRUCTURES and hydraulic levels of the units done by contractor for design purpose .

RCC: fusion bonded epoxy coated steel, 175 micron.

Binding wires: PVC coated

Steel sections in contact with sewage-air interface should be spliced with stainless steel members 30 cm above and below interface.

Epoxy coating shall be solvent free, 360 micron thick.

Cement shall be sulphate resistant IS:12330 for water retaining structures.

Scope of contract for piping includes necessary masonry valve chambers wherever necessary, removable type MS painted covers and extension spindles for valves.

Make of all piping/Equipments/Motors/Cables and Pumps shall be clearly stated and shall be approved by HITES before Supply & Installation. The decision of HITES Engineer in charge in this regard shall be final and binding on the successful Contractor.

All equipment GA drawings shall be submitted to Engineer in charge for approval prior to fabrication/ ordering. The fabricated and brought-out equipments shall be inspected at Contractor Works by HITES Engineer and shall be dispatched to site only after obtaining dispatch instructions .

It is obligatory on the part of the bidder to visit the site of work prior to submitting the offer and familiarize himself with local/site /soil conditions, availability of men, Materials and Machinery for successful and timely execution of the works. No extra shall be paid in case Contractor fails to ascertain correct site conditions before submitting the offer.

All handrails/ladders / floor gratings shall be hot dip galvanized steel 610g/m2

Any other item not specifically mentioned in this document but is essential for proper and successful completion, commissioning and running of the STP for its commercial utilization is also to be included in the scope of contract.

Fresh water line shall be provided to STP area but should be coordinated with Civil contractor.

“STP bidders has to coordinate with Civil contractor, Plumbing vendor, Electrical contractor, Project management/Builder/Client, Architect and Consultant to establish the plant and to run the plant successfully”.

Battery Limits: Power and water shall be provided at a single point from where the bidder has to make further arrangement .The battery limit of sewage shall be a single point brought upto the STP.

General Requirements

1. Highly energy efficient

This plant shall work at optimum energy efficiency at all loads.

The plant shall be designed for automated operation to the extent practical. Operator exposure to hospital sewage is to be avoided. Provision shall be made in the design of the unit for collecting grab samples of sewage and treated water for laboratory testing without operator exposure.

The design should be compact requiring lesser foot print.

Technology

ACTIVATED SLUDGE PROCESS

Recurring cost and consumables should be kept minimum.

Continuous operation

The plant shall be capable of Continuous operation with minimal operating staff.

The bidder should indicate the quantity of water. The plant capacity shall be 500KLD for Anantapur, Adilabad, Warangal, Bellary, Kozhikode, Alappuzha, Tirunelveli and 1000 KLD for Thanjavur & Hubli. The bidder is advised to visit the sites and ascertain the actual requirements and inform during pre bid meeting any deviation proposed in the following format.

Description	Quantity	Average Consumption per unit	Total
Total number of Beds			
Spare Capacity for peak hour requirement			
Total approximate qty per day			
Required plant capacity			

Addition
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Correction.....
Over Writing.....

The details of the 9 different locations is as follows.

Sl no	Name of Project	No.of beds in the SS block	existing beds	Hostel capacity	Canteens
1	Rajiv Gandhi Institute of Medical Science, Adilabad (Telangana)	210		400	5
2	Govt: Medical College, Anantapur (Andhra Pradesh)	208	36		1
3	Vijayanagar Institute of Medical Science, Bellary, Karnataka	142	400		
4	Karnataka Institute of Medical Science, Hubli (Karnataka)	200			
5	Kakatiya Medical College, Warangal (Telangana)	249		500	1
6	Thanjavur Medical College, Thanjavur	290	1200	911	4
7	Government Medical College, Kozhikode (Kerala)	430			
8	T.D Medical College, Alappuzha (Kerala)	279			
9	Tirunelveli Medical College, Tirunelveli	300			

DESIGN BASIS

Parameter	Unit	Influent characteristic	Effluent characteristic after treatment	KSPCB Standard
PH	-			
TSS	mg/ Ltr			
BOD	mg/ Ltr			
COD	mg/ Ltr			
Oil and Grease	mg/ Ltr			

PROCESS DESCRIPTION

I. PRIMARY TREATMENT

To be specified by the bidder, but in general must follow the steps of

- a) Mechanized screening
- b) Mechanized grit removal and cleaning of grit by means of vortex type degritter or other suitable machinery
- c) The primary treatment units shall be covered and ventilated to odour control biofilter

II. SECONDARY TREATMENT OPERATION (Biological process)

Shall be extended aeration activated sludge with nitrification, denitrification and phosphorous removal. Clarification of activated sludge shall be either by secondary clarifier with mechanical sludge collection rake or through membrane bioreactor system.

III. TERTIARY TREATMENT

Shall in general be microfilter or sand filter followed by chlorination and dechlorination

Sludge treatment

To be specified by the bidder, shall in general be sludge dewatering by belt filter or decanter centrifuge followed by solar drying bed, roofed with transparent polycarbonate sheet

CONTROL SYSTEM

The plant shall have automatic controls for operation of various equipment from control room. Aeration shall be under dissolved oxygen feedback control.

Addition Deletion..... Correction..... Over Writing.....

PANEL BOARD

The entire plant is operated by using a properly designed electrical control panel board with push button switches, necessary meters, circuit breakers, contactors, connectors etc. for the efficient protection of the electrical equipment like blowers pumps etc. from fluctuation of voltages/current high-tech devises with buss bar and perfect panel wiring give efficient results in control operations.

SPECIFICATION OF ELECTRO MECHANICAL EQUIPMENTS

SL.No	EQUIPMENT	QUANTITY	SPECIFICATION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			

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The makes shall be as approved by the Engineer-in-charge.

Civil Works (design)

The bidder shall design all civil works required for the plant including tanks, foundations, supports, drains, facility for sludge removal and preparation of GFC & drawings for the same shall be in the scope of the bidder.

1.12 TEST/TRIAL RUNNING AND COMMISSIONING

The Contractor shall have to test the each equipment used for the plant for at least 72 hours continuous running with designed load and to the full satisfaction of HITES Engineer in charge . Any defects found, has to be rectified by the contractor at his own cost immediately and within reasonable time to be decided by client.

Necessary Instruments, Gauges and Labour/Supervisory Staff, Laboratory analysis etc., are to be furnished/provided by the vendor at free of cost .

Contractor has to specify the value added services in his offer letter.

It is necessary for bidder to specify the minimum wastewater required for commissioning of STP .

1.13 COMMISSIONING/ HANDING OVER

During trial runs as described above, the Contractor shall satisfy HITES in all respects regarding the satisfactory quality of effluent, quality of materials, equipments and workmanship used in the plant.

Only after satisfying itself/ himself regarding the above points, respective Medical College authorities will take over the plant and such date of taking over shall be deemed as date of completion for all purposes, guarantees, and payment terms mentioned else where in this tender.

The guarantee period described elsewhere in the tender should start from the date of completion.

1.14 OPERATION & TRAINING

The Contractor shall operate the system till 2 years from commissioning. Contractor shall provide necessary training for client operator.

1.15 GUARANTEE

The under mentioned clauses shall govern in case of any contrary provisions given elsewhere in the document.

Manufacturer's Guarantees

The manufacturer's guarantee for design, workmanship, and performance for all bought out items shall be made available to the owner and shall be valid at least for the entire defects liability period.

In the event of failure of any particular equipment, which fails more than three items during the guarantee period as mentioned in clause below, the contractor shall replace at his own cost that equipment. Manufacturer's/Contractor's guarantee, as mentioned in clause above, for such replaced equipment shall also be made available to the Owner and should be kept at least for one year from the date of last replacement.

Performance Guarantee

The Contractor shall give guarantee for a period of two years (Defect Liability Period) from the date of successful commissioning of the treatment plant against design, defective materials, workmanship, performance and guaranteed effluent quality. In the event the commissioning of the plant is not possible due to non-availability of effluent, contractor shall be issued mechanical completion certificate by HITES provided each equipment is tested satisfactorily as directed by Consultant. However, the contractor shall have to maintain the plant at his own cost, in such a case for a period for three months beyond which period, if he is required to maintain further, he will be paid extra at mutually agreeable rate. However, the Contractor shall carry out testing and commissioning of the plant during the Defects Liability Period. Any defects found in the workmanship, the Contractor at his own expense shall make materials or performance of the plant good within the time specified by HITES

For this purpose, the retention amount will be as follows:

5% of each RA bill until it reaches 5% of the total value of Contract shall be retained and also treated as security deposit. The security deposit shall be retained till for a period of 60 days

Addition
Deletion
Correction
Over Writing

after the completion of defects liability period as stated above. This amount can be released against the bank guarantee for equal amount for the purpose to be submitted by the contractor. The contractor at his own expense shall start and commission, the plant and prove that it is giving satisfactory service and desired characteristic of the treated effluent, for two months before handing over the plant to the Owner. During this, the contractor shall train the Owner's operational staff without any extra cost to the Owner. The Contractor shall also have to guarantee the quality of the treated final effluent to meet the specification mentioned already. In case the quality of treated effluent varies from what is required, the contractor shall rectify the plant at no extra cost so as to achieve the requisite performance guarantee and satisfactory commissioning of the plant to the client/Consultant. Despite the first opportunity given to the contractor to effect rectification so as to achieve compliance, and In case the quality of treated effluent varies again from what is required, the contractor will be given one more opportunity to rectify the plant and bring the treated effluent to the required quality.

If the contractor fails in both opportunities to achieve the required result as aforesaid, then the Architect/ Owners' Engineers/ Owner will have the liberty to engage another agency to carry out whatever rectification necessary at the contractor's risk, cost and all expenses which will be recovered from any moneys due to the Contractor and in addition, the retention money being forfeited by the Owner.

The contractor shall furnish the figures for average daily consumption of nutrients / Chemicals, if any. All the above guarantees will be based on collection and analysis of samples as mentioned in clause below.

Comprehensive Maintenance Period

The contractor on completion of the DLP period shall enter into an agreement with the respective Medical college Authorities for providing comprehensive maintenance of the system

1.16 MECHANICAL GUARANTEES

The Contractor shall guarantee for a period of two years for the failure of any particular part of the equipment. In the event of failure of any particular part of the equipment more than three times during the guarantee period, the Contractor shall replace it. In case it is found

that the above mentioned failure is due to some other connected part of the equipment, that part shall also be rectified or replaced by the contractor to avoid such failures in the future. The guarantee for such replaced parts shall be extended by one year from the date of last replacement.

1.17 COLLECTION AND ANALYSIS OF SAMPLES

The guaranteed effluent shall be based on complete analysis of samples collected after stabilization of the plant.

For performance guarantee, daily analysis data of all chemical parameters shall be provided for raw effluent and clarified effluent and FC data of final treated effluent for a period of 3 weeks. The tests shall be carried out in a PCB or NABL approved laboratory or using Hach / Merck prefilled vial tests.

1.18 PERIODICAL MAINTENANCE

The contractor shall include in the offer for maintaining the treatment plant including all the consumables etc., qualified personnel shall be posted on the site on shift basis, to take the sampling and carry out the tests. A complete record has to be maintained for all the tests carried out at regular intervals.

The senior chemist of the contracting firm shall visit at least once in two months for monitoring plant operation.

Also one Senior Mechanical Technician shall visit the plant for inspection and supervision of maintenance of all equipments.

NOTE:

- Data sheet to be duly filled before submission
- Provide detailed specification with guarantee details of the equipments, for which data sheet is not filled.
- Provide efficiency curves and catalogues for the equipments used.
- Provide as built drawing after completion of project.
- Bidder has to furnish the manual for operation and maintenance with trouble shooting by his experience.

- Bidder has to furnish the list of spare parts, which are frequently required for trouble free operation.
- Bidder has to submit separate drawing and details for cleaning and backwashing of membranes.
- Bidder has to provide warranty of membranes with manufacturer certificate.

Typical Equipment List

(The bidder shall indicate his equipment list with specification make and capacity)

1	Raw effluent pump
2	Sludge pumps
3	Membrane
4	Screw pumps
5	Filter press
6	aeration blowers and diffusers or subsersible aerator
7	Automatic Screen
8	Motors
9	i. Galvanised Pipes
10	ii GI fittings
11	Gate valves/Non-return valves
12	Foot valves
13	Butterfly valve
14	ACB / MCCB / SFU / LBS
15	CONTACTORS / OLRS
16	MCB / ELCB
17	MCB DB
18	DIGITAL METERS
19	Kwh / MDM / MDC METERS
20	LED INDICATING LAMPS / PBS
21	SELECTOR SWITCHES
22	LIGHT FIXTURES & MOTION DETECTORS
23	SWITCHES / SOCKETS (MODULAR) OUTLETS IN METAL BOXES

The makes shall be as approved by the Engineer-in-charge

Addition
Deletion
Correction
Over Writing

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

S.No.	Name of Document
1.	Non -refundable Demand Draft of Rs.5250/- (Rupees Five thousand two hundred and fifty only) only as cost of bid, in favour of "HLL Infra Tech Services Ltd. (HITES)" payable at Thiruvananthapuram
2.	Bid Security (Form B) in separate sealed envelope
3.	Form of bid and Appendix (Form A) for the bid
4.	Affidavit by Bidder (Form K) on a duly notarized non judicial Rs.100/- stamp paper

S.No	Name of Document
1	Power of attorney (Form E) in favour of the person signing the Bid
2	Affidavit by Bidder (Form L) on a duly notarized non judicial Rs 100/- stamp paper
3	Affidavit for engaging specialized agencies (Form H)
4	Form " Form "T-1" (Financial Information)
5	Form "T-1-B"(Solvency Certificate from a Scheduled Bank)
6	Form "T-2" (Details of works)
7	Form "T-3" (Project under execution of award)
8	Form "T-4" (Performance Report of Works)
9	Form "T-5" (Structure and Organization)
10	Form "T-6" (Details of Technical & Administrative personnel)
11	Form "T-7" (Details of Construction Plant for carrying out the work)
12	Copies of Works Contract Tax/VAT Registration or undertaking in this regard as per clause 1.27
13	Integrity Pact and Agreement duly signed by the authorized signatory on behalf of the bidder (as per Performa given on page from 2 to 9 of GCC Vol-II)
14	Undertaking as per requirement of clause-1.28 (as per form M)
16.	Certificate of registration for service tax and acknowledgement of up-to-date file return.

FINANCIAL PACKAGE COMPRISING OF:

S.No	Name of Document
1.	Price Bid

Addition
Deletion.....
Correction.....
Over Writing.....

Form A-Form of Bid and Appendix

FORM OF BID

Name of the Work:

To

The Associate Vice President (IDD)

HLL Infra Tech Services Ltd. (HITES)

Golden Jubilee Block

HLL Bhavan, Poojappura P.O.

Thiruvananthapuram - 695 012

Phone - 0471 2355404/2775500

As Executing Agency of Ministry of Health & Family Welfare, Govt. of India

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 HITES 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 Guarantee for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with as given in the General Conditions of the Contract.
5. We are aware that in the event of delay in execution of the Project, beyond the agreed timelines due to reasons attributable to us, liquidated damages shall be recovered from us.
6. Our Bid is valid for your acceptance for a period of (120) ONE HUNDRED AND TWENTY DAYS from the date of opening of the technical bid 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 HITES, if it finds anything to the contrary, to

Addition
Deletion
Correction
Over Writing

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

- 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	As per Clause 1 of GCC
	(b) Amount of Security Deposit	As per Clause 1 A of GCC
ii	Date for commencement of work	15 days from letter of award or 15 days after handing over of site whichever is later.
iii	Time for completion	6 (Six) months
iv.	Amount of compensation in case of extension of completion date due to delays by the Contractor	As per Clause 2 of GCC
v.	Defects Liability Period from the date of issue of "Taking-over certificate"	2 years
vi.	(a) Period of validity of Performance Guarantee	As per of GCC
	(b) Period of validity of Security Deposit	As per of GCC

Signature

(Authorized Signatory)

Date

Name

Place

Address

Addition
Deletion
Correction
Over Writing

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

The Associate Vice President (IDD)
HLL Infra Tech Services Ltd. (HITES)
Golden Jubilee Block
HLL Bhavan, Poojappura P.O.
Thiruvananthapuram - 695 012
Phone - 0471 2355404/2775500
As Executing Agency
Ministry of Health & Family Welfare, Govt. of India

Dear Sir,

In consideration of your agreeing to accept Bank Guarantee for Rs. (Rupees only) 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 forand 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 only)

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 only)

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 undertake to pay the HITES any money so demanded by the HITES 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:

Addition
Deletion
Correction
Over Writing

FORM OF PERFORMANCE GUARANTEE BANK GUARANTEE

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

To,

The Associate Vice President (IDD)
HLL Infra Tech Services Ltd. (HITES)
Golden Jubilee Block
HLL Bhavan, Poojappura P.O.
Thiruvananthapuram - 695 012
Phone - 0471 2355404/2775500
 As Executing Agency
 Ministry of Health & Family Welfare, Govt. of India

Dear Sir,

In consideration of the M/s HLL Infra Tech Services Ltd. (HITES), as Executing Agency of Ministry of Health & Family Welfare, Govt. of India, New Delhi, having offered to except the terms and conditions of the proposed agreement between HITES, which expression shall include his successor and assignees) & M/s _____ (hereinafter referred to as "the said Contractor (s)", which expression shall include his successor and assignees) for the work of a Contract No _____ in terms inter alia, of the ____ 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.
 1. 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.
 2. 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 _____.
 3. **This guarantee is valid till _____(date to be mentioned) (Sixty days beyond the stipulated date of completion or the extended period, thereof)**
 4. 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 _____ 2016

For and on behalf of Bank.

Issued under seal :

FORM OF AGREEMENT

This agreement is made at **New Delhi** on the ---- day of ----- 2016 between M/s HLL Infra Tech Services Ltd. (HITES) as Executing Agency of Ministry of Health and Family Welfare (MoH&FW), Government of India (hereinafter called “HITES” which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part.**

Second Part

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

Whereas HITES is desirous that certain works should be executed, forhereinafter 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 WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this agreement Viz.

Volume - I (NIT & Instructions to Bidders)

- Notice Inviting Bids
- Scope of work
- Evaluation Process

Volume- II (GCC)

- General Conditions of Contract

All the correspondence till award of contract i.e. addendum, LOA etc.

Technical and Financial bids submitted by bidder.

3. In consideration of the payment to be made by HITES to the Contractor as hereinafter mentioned, the Contractor hereby covenants with HITES to executed and complete the Project by ----- and remedy and defects therein in conformity in all respects with the provisions of the Contract.
4. HITES 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.

Addition Deletion..... Correction..... Over Writing.....

5. OBLIGATION OF THE CONTRACTOR

The Contractor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same.

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

For and on behalf of the Contractor	For and on behalf of the HITES
Signature of the authorized official	Signature of the authorized official
Name of the Contractor Stamp / Seal of the Contractor	Name of the official Stamp / Seal
SIGNED, SEALED AND DELIVERED By the said	By the Said
on behalf of the Contractor:	on behalf of the HITES
in the presence of: Witness _____ Name _____ Address _____	in the presence of: Witness _____ Name _____ Address _____

Addition Deletion..... Correction..... Over Writing.....

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.

Addition
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Over Writing.....

AFFIDAVIT

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

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

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 HITES, then I/We shall be debarred for tendering in HITES contracts in future forever. Also, if such a violation comes to the notice of HITES 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

UNDERTAKING

We do hereby indemnify HITES and MoHFW, 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.

Addition
Deletion
Correction
Over Writing

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
2013-14	Rs.
2014-15	Rs.
2015-16	Rs.
Average Annual Turnover over the past three years	Rs.

- ii) **Profit / Loss** for last Five years ending 31.03.2016

Financial Information in Rs. Equivalent	For year	For year	For year	For year	For year
1. Total Assets					
2. Current Assets					
3. Total Liabilities					
4. Current Liabilities					
5. Profit before Tax					
6. Profit after Tax					
7. Net Worth					

Financial arrangements for carrying out the proposed work.

Solvency certificate from Bankers of the bidder in the prescribed Form "T-1B".

Signature of Chartered
Accountant with Seal

Signature of Applicant.

FORM 'T-1 B'

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

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

(Signature)
For the Bank

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

Addition
Deletion
Correction
Over Writing

DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED

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

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

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

Copy of work Orders and Completion Certificates of the above works should also be submitted.

Signature of Applicant

PROJECT UNDER EXECUTION OR AWARDED

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

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

Signature of Applicant

PERFORMANCE REPORT OF WORKS
REFERRED TO IN FORM "T-2" TO "T-3"

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

Dated : _____

Executive Engineer or Equivalent

STRUCTURE & ORGANIZATION

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

	and reasons for abandonment.	
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

Addition Deletion..... Correction..... Over Writing.....

**DETAILS OF TECHNICAL
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

Addition Deletion..... Correction..... Over Writing.....

**END OF VOLUME – I
(LAST PAGE)**

Addition
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Correction.....
Over Writing.....