

**HLL LIFECARE LIMITED**  
**As Consultant to**  
**MINISTRY OF HEALTH & FAMILY WELFARE**  
**GOVERNMENT OF INDIA, NEW DELHI**  
**PRADHAN MANTRI SWASTHYA SURAKSHA YOJNA- Ph II**

**TENDER**  
**FOR**  
**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF SOLAR**  
**HOT WATER GENERATING SYSTEM AT SUPER SPECIALITY HOSPITAL**  
**AT GOVT. RAJAJI MEDICAL COLLEGE, MADURAI UNDER PMSSY PH II**

**Volume- I**  
**NOTICE INVITING TENDER**

**Tender No. HLL/IDS/18/75 Dated: - 21.12.2018**

 **HLL Lifecare Limited**  
(A Government of India Enterprise)  
**एचएलएल लाइफ़केयर लिमिटेड**  
(भारत सरकार का उद्यम)  
Golden Jubilee Block, HLL Bhavan,  
Poojappura P.O  
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Ph: 0471 - 2775500

## HLL LIFECARE LTD

### NOTICE INVITING TENDER

Tender No. HLL/IDS/18/75

Dated 21.12.2018

The HLL Lifecare Ltd (HLL) on behalf of Ministry of Health & Family Welfare, Govt. of India invites on line Item Rate bids from eligible contractors/firms for the following work.

Name and Description of work	Estimated cost (Rs.)	Completion period of Work	Last date to submit the tender	Bid Security amount (Rs.)
Supply, installation, testing and commissioning of Solar hot water generating system at Super Speciality hospital at Govt. Rajaji Medical College, Madurai under PMSSY Ph II	Rs. 27,25,778/-	30 Days	05.01.2019	54,516/-

The bid document is available from **27.12.2018**. For submission & other tender details, please refer detailed NIT on [www.lifecarehll.com](http://www.lifecarehll.com) or Central Public Procurement Portal.

HLL/ Client 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 [www.lifecarehll.com](http://www.lifecarehll.com) or Central Public Procurement Portal as corrigendum/ amendments etc., if any, will be notified on this portal only and separate advertisement will not be made for this.

**AVP (IDD) & Head (RO-T)**

## **INFORMATION AND INSTRUCTIONS FOR BIDDERS FORMING PART OF BID DOCUMENT**

The HLL Lifecare Ltd on behalf of Ministry of Health & Family Welfare, Govt. of India invites Item Rate bids from eligible contractors/firms for the following work.

<b>Name and Description of work</b>	<b>Estimated cost (Rs.)</b>	<b>Bid Security amount (Rs.)</b>	<b>Completion period of Work</b>	<b>Last date to submit the tender</b>	<b>Time and Date of Opening of Technical Bid</b>
Supply, installation, testing and commissioning of Solar hot water generating system at Super Speciality hospital at Govt. Rajaji Medical College, Madurai under PMSSY Ph II	27,25,778/-	54,516/-	30 days	05.01.2019	05.01.2019 at 4.30 pm

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. Should have satisfactorily completed the works as mentioned below during the **last SEVEN YEARS**. The works completed upto previous day of last date of submission of tenders shall also be considered.
    - i. Three similar works each costing not less than amount equal to 40% estimated cost put to tender
    - Or
    - Two similar works each costing not less than 60% of estimated cost put to tender
    - Or
    - One similar work costing not less than 80% of estimated cost put to tender

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to previous day of last date of submission of tenders.
  - b. Should have had average annual financial turnover of 50% of estimated cost of work on similar works during the last three years ending 31<sup>st</sup> March 2018.
  - c. Should not have incurred any loss in more than two years during the last five years ending 31<sup>st</sup> March 2018.
2. The intending bidder must read the terms and conditions of Notice Inviting Bids and the

Bid documents carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

3. Information and Instructions for bidders posted on website shall form of bid document.
4. The document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from [www.lifecarehll.com](http://www.lifecarehll.com).
5. Contractor must ensure to quote rate of each item. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as **"0"(ZERO)**.
  - a. If a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
6. The Technical bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.
7. The Client/HLL reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

#### **AVP (IDD) & Head (RO-T)**

## **DEFINITIONS**

1. **"Application"** shall mean the response submitted by interested parties.
2. **"BID/Tender"** shall mean documents downloaded from the website by 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 Client.
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 Client or his authorized representative/ Engineer-in-charge of HLL 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 of HLL as mentioned in the schedule "F" hereunder.
11. **"Evaluation Committee"** shall mean the committee constituted by HLL for the evaluation of the bids.
12. **"HLL"** shall mean M/s HLL Lifecare Ltd., appointed by the Client as Consultant for the project.
13. **"Letter of Award"** shall mean the letter issued by the Client to the Successful Tenderer inviting him to sign the Contract Agreement.
14. **"Performance Guarantee"** shall mean the amount to be paid by the Successful Tenderer 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 **SITC of Solar hot water generating system at Super Speciality hospital at Govt. Rajaji Medical College, Madurai under PMSSY Ph II.**

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 Tenderer"** shall mean the Tenderer 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 Ministry of Health & Family Welfare, Govt. of India (GOI).
22. **"NIT"** means **Notice Inviting Tender**. The word **"Notice Inviting Tenders"** is synonymous with **"Notice Inviting Bids"**.
23. **"ITB"** means **Instructions to Bidders**

## NOTICE INVITING BIDS

1. HLL Lifecare Ltd on behalf of Ministry of Health & Family Welfare, Govt. of India invites Item Rate tenders from eligible contractors as per eligibility criteria laid down, for the work of **“SITC of Solar hot water generating system at Super Speciality hospital at Govt. Rajaji Medical College, Madurai under PMSSY Ph II”**.

**1.1.** The work is estimated to cost as given in Table - I. Any clarification shall be sought from the tender inviting authority on courier. The NIT and other details are also available on [www.lifecarehll.com](http://www.lifecarehll.com).

**1.2.** TABLE - I

Name & Description of Work	Estimated cost (Rs.)	Completion period of work (months)	Last date to submit the tender	Bid Security amount (in Rs.)	Cost of Tender (Tender Document Fee) (in Rs.)
SITC of Solar hot water generating system at Super Speciality hospital at Govt. Rajaji Medical College, Madurai under PMSSY Ph II	Rs. 27,25,778/-	30 days	05.01.2019	54,516/-	Rs. 2400/-

**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:

**1.4.1 Eligibility Criteria**

The Tenderer should meet the following minimum eligibility criteria:

Bidder who fulfills the following requirement shall be eligible to apply. Joint ventures of whatsoever kind are not accepted.

- a. Experience should be in the name of the bidding company and not in subsidiary/ associate company/ Group Company etc.
- 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.

- i. Three similar works each costing not less than amount equal to 40% estimated cost put to tender

Or

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

Or

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

And

- c. \***“Similar Works”** shall mean SITC of Solar hot water systems

Own works/ work under the same management/ own certification of the bidder shall not be considered for pre-qualification. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to the previous day of last date of submission of tenders.

- d. **Turnover:** Average annual financial turnover on construction works should be at least 50% of the estimated cost put to tender during the immediate last three consecutive financial year ending 31<sup>st</sup> March, 2018. The turnover should be of the Bidding Company and not for Group Company or subsidiary company etc.
  - e. **Profit / loss:** The Company should not have incurred any loss (profit after tax should be positive) in more than Two years in last Five years ending FY 2016-18. This should be duly certified by the Chartered Account.
  - f. The bidder shall have GST registration. The copy of GST registration shall be submitted.
  - g. Direct/ indirect Joint Ventures (JV)/ Consortium of any kind are not permitted.
- 1.4. The time allowed for carrying out the work will be **30 days** 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.
  - 1.6. The bid documents consisting of plans specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents is available on line in free of cost.
  - 1.7. The Earnest money of **Rs.54,516/-** in shape of demand draft or FDR or Banker's cheque of a scheduled bank or 50% of the EMD in the shape above and 50% 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 Lifecare Limited" Payable at Thiruvananthapuram shall be submitted along with the technical bid otherwise the bid shall be summarily rejected.

Interested contractor who wish to participate in the bid has also to submit following in the form of Demand Draft of any Scheduled Bank along with the technical bid otherwise the bid shall be summarily rejected.

(i) Cost of bid Document – Rs. 2400/- as DD drawn in favour of "HLL Lifecare Limited" Payable at Thiruvananthapuram.

EMD and Cost of bid document shall be placed in single sealed envelope superscripted as "Earnest Money and Cost of Bid Document" with name of work and due date of opening of the bid also mentioned thereon.

1.7.1. The bid submitted shall become invalid and cost of bid & processing fee shall not be refunded if:

- (i) The bidder is found ineligible.
- (ii) The bidder does not submit all the documents (including GST registration) as stipulated in the bid document.

1.8. The tender comprising the Instructions to bidders, Technical bid and Financial Package as detailed in clause 2.3.5 and 2.3.6 of ITB shall be submitted, each marked as per clause 2.3.11 of ITB upto 05.01.2019 at 3.00 pm and will be opened at the office of the AVP (IDD) & Head (RO-T) on 05.01.2019 at 4.30 pm.

1.9. The Contractor, whose tender is accepted, will be required to furnish performance guarantee 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of 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 Lifecare Limited" 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.

1.10. In case the contractor fails to deposit the said performance guarantee within the period as indicated in schedule 'F', including the extended period if any, the earnest money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

1.10.1. The contractor whose tender 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 BOCW welfare board and programme chart (time and progress) and manpower deployment schedule within the period specified in schedule F.

1.11. **Evaluation of performance :**

Evaluation of the performance of contractors for eligibility shall be done by the HLL. If required, **the works being executed by the bidders who otherwise qualify will be got inspected by a committee or any other authority as decided by Client/ HLL. If it is found by the committee that the performance of the bidder**

**for the inspected works is not satisfactory in terms of quality/ time overrun/overall performance etc, the bidder may got disqualified even though the documents submitted by them will meet the eligibility criteria as laid down in clause 1.4.1.**

- 1.16. 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 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 local conditions and other factors having a bearing on the execution of the work.
- 1.17. The Competent Authority for & on behalf of the HLL/ Client 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.
- 1.18. 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.
- 1.19. The competent authority on behalf of HLL/Client 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.
- 1.20. The contractor shall not be permitted to tender for works in case his near relative is Gazetted officer in Client or in the Managerial cadres of HLL and is directly dealing with the Project. Any breach of this condition by the contractor would disqualify him from participation and consideration in the tender process.
- 1.21. 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.
- 1.22. The tender for the works shall remain open for acceptance for a period of **120 (ONE HUNDRED AND TWENTY)** days from the LAST date of submission of bid or any extension thereto. If any bidder withdraws his tender before the said period

or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, then the Client shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the re-tendering process of the work.

- 1.23. This is a Time Bound Project.
- 1.24. The Bidder must associate with the other agencies working at the site.
- 1.25. Registration/ Licence: The firm should have GST Registration with the appropriate Authorities.
- 1.26. The contractor/firm will indemnify Client/HLL, as the case may be, against all penal action that may be levied/effectuated by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/ Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority. An undertaking in this regard is required to be submitted by applicants along with prequalification.
- 1.27. This Notice Inviting bid shall form a part of the contract document. The successful Tenderer/ contractor, on acceptance of his tender by the Accepting Authority, shall, within 10 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, Specifications, Bill of Quantities and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto including amendments, corrigendum etc. if any.

**Following shall also be part of the contract:**

Standard CPWD forms as mentioned in Schedule F consisting of:

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

**1.28. Bid document consists of :**

- 1.28.1. **Volume – I (Notice Inviting Tenders (NIT), PQ Criteria & Instructions to Bidders (ITB))**
- 1.28.2. **Volume – II (General Conditions of Contract)**

1.28.3. **Volume – III (Bill of Quantities)**

**All amendments(s)/ corrigendum, if any.**

- 1.29. HLL reserves the right to accept or reject any or all the tenders without assigning any reason, No Bidder shall have any cause of action or claim against the HLL/ Client for rejection of his tender.

AVP (IDD) & Head (RO-T)

## **SECTION-II**

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

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

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

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

#### **2.3 BID Documents :**

##### **2.3.1 Contents of BID Documents**

BID Document shall consist of the documents listed in this document along with any schedules, addendum or corrigendum etc. issued by Client 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. The Client 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 AVP (IDD) & Head (RO-T) in writing. The AVP (IDD) & Head (RO-T) will respond any request for clarification which is received within seven days of the first date of issue of the Tenders. HLL's response (including an explanation on the query but without identifying the source of the inquiry) will be uploaded in the website. 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, HLL, may, for any reason, whether at its own initiative or in response to a clarification or query raised by prospective Bidders, modify the BID document by an amendment.
- ii. The said amendments in the form of the addendum/corrigendum will be made available on the HLL website 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 website 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, HLL may, at its discretion, extend the deadline for the submission of Bids.
- iv. The above information will only be placed on the HLL website and it will be the responsibility of the bidders to read.

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

a) Bidder's responsibility:

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

b) Project Inspection and Site Visit

Any Site information and drawings 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 HLL, including availability of electricity, water and drainage.

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

c) Documents Comprising the Bid

Bidder shall submit their Bids 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 2.3.5 & 2.3.6.

d) Alternative Proposal by bidders:

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

### 2.3.6 Contents of Technical Package:

The technical package, clearly labeled as “**TECHNICAL PACKAGE**”, has to be submitted in two parts.

(A) Technical Package Part –I ; **Shall be submitted in envelope no. 1 within the last date and time mentioned in clause 1.9 in NIB and shall comprise the following :**

- I. Original Non-refundable Demand Draft of Rs.2400/- as Tender Fee
- II. Bid Security, in original,
  - a. The Bidder shall enclose EMD for an amount, as mentioned in Notice Inviting Bids.
  - b. in shape of demand draft or FDR or Banker’s cheque of a scheduled bank or 50% of the EMD in the shape above and 50% 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 Lifecare Limited” Payable at Thiruvananthapuram. The Bank guarantees should be irrevocable and operative for a period of six months or more from the last date of receipt of tenders or any extension thereof.
  - c. The Bid securities of unsuccessful Bidders shall be discharged/ returned in not later than 30 days after the expiration of the period of Bid Validity.
  - d. The Bid Security shall be forfeited if a bidder withdraws his bid during the period of bid validity or in the case of the successful bidder, if he fails to furnish the necessary performance security or enter into the Contract within the specified time limit.
- III. Form A- Form of bid and Appendix, duly signed and filled.
- IV. Original affidavit (as per format at Form K)

(B). Technical Package Part –II **shall be submitted only duly signed & stamped by authorized signatory and comprise the following:**

- a) Indemnity/ undertaking as per requirements of clause 1.27 (Form M)
- b) The enclosed documents shall be submitted and mentioned as Annexure I.
  1. Power of attorney (Form E) in favour of the person signing the Bid
  2. Form “T-1” (Financial Information) – Annual Financial Statement for the last five years
  3. Form “T-2” (List of all works of similar nature successfully completed during the last seven years)

4. 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.
5. Form "T-4" (Performance Report of Works)
6. Form "T-5" (Structure and Organization)
7. Form "T-6" (Details of Technical & Administrative personnel)
8. Copies of GST Registration or undertaking in this regard as per Clause 1.26.
9. Certificate of Registration for ESI, EPF and acknowledgement of up-to-date file return.
10. Integrity Pact and 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, Vol-II).

#### **2.3.7 Contents of Financial Package**

The financial package (**VOLUME III - BILL OF QUANTITY/ PRICE BID**) should be submitted **in sealed cover** only. These prices should include all costs associated with the Project including any out of pocket/ mobilization expenses, taxes & duties including GST, cess, charges, levies 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 will also deemed to be in Indian Rupees unless otherwise mentioned.

#### **2.3.10 Extension of Bid Validity**

Prior to the expiry of the original Bid Validity Period, Client may, at its discretion, request Bidders to extend the Bid Validity Period for a specified additional period and also correspondingly extend the period of validity of Bid Security submitted in the form a Bank Guarantee.

#### **2.3.11 Format and Signing of Bid**

- a. Bid documents (technical package/ bid Part II 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 Client, or as necessary to correct errors made by the Bidder. All amendments/ corrections shall be initialed by the person or persons signing the Bid.
- d. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

#### **2.3.12 Sealing and Marking of Bids**

- a. The Bid shall be submitted along with documents and mode of submission mentioned at Clause 2.3.5 and Clause 2.3.6 of Volume I and also mentioned in the Checklist at Annexure-I at page no. 27 of this volume I.

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

- b. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures shall be accurately filled. In event no rate has been quoted for any item (s), it will be presumed that the contractor has included the cost of this/these items(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

However, if a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

Please note that the price should not be indicated in any of the documents enclosed in Envelope no. 1 & 2. Non-compliance shall entail rejection of the Bid.

Rate of item quoted under any section of Bill of Quantity is interchangeable and minimum rate quoted for the same item under any section will be taken for payment.

#### **2.3.13 Submission of Bids**

- i. Bids should be submitted to:

AVP (IDD) & Head (RO-T)  
HLL Lifecare Limited  
Golden Jubilee Block, HLL Bhavan  
Poojappura  
Thiruvananthapuram-12

- ii. The last date for submission of completed Bids is given in Notice Inviting Bids. The HLL may, at their discretion, extend this date, in which case all rights and obligations of the HLL 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.
- iii. Required documents which are required to be submitted in original as per mode defined in Checklist at Annexure I at page 32 of volume I, shall be submitted by hand or through registered post or speed post at the address mentioned above. HLL shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of said documents in time.
- iv. Required documents sent telegraphically or through other means of transmission (E-mail etc.), which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.
- v. Modifications/ Substitution/ Withdrawal of Bids
  - (a) No modification or substitution of the submitted Bid shall be allowed after last date of submission of bids.
- vi. Bid Due Date
  - a. Bids should be received at the HLL office as above in 2.3.13 (i) on or before the stipulated/ extended time and date as specified in Notice Inviting Bids.
  - b. HLL may, in exceptional circumstances, and at its sole discretion, extend the Bid due date by issuing an addendum.
- vii. Late Bids

The bid shall be submitted on or before the due date & time of submission of bid. Any Bid received after the due date & time at the address mentioned above herein will not be considered and will be returned unopened to the Bidder.

#### **2.3.14 Power of Attorney:**

Bidders shall submit, along with Technical Package - Part II, a power of attorney, on a stamp paper of appropriate value, in favour of the person signing the Bid documents authorizing him to sign the Bid documents, make corrections/ modifications thereto and interacting with Client 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.

#### **2.3.15 Bid Opening and Evaluation:**

##### **Bid Opening**

- i. The Bids will be opened in the presence of Bidders or their authorized representatives who may choose to attend on date & time as mentioned in Notice Inviting Bids. If such nominated date for opening of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date of opening of the Bid.
- ii. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened.
- iii. Bids which have not complied with one or more of the foregoing instructions may not be considered.
- iv. Technical Package Part I 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 Package Part-II of only the bidders whose documents are found in order will be opened.
- vii. Technical evaluation shall be as per section IV, Evaluation Process.
- viii. Financial Package of all bidders whose bids are found responsive after Technical evaluation will be opened at a later date.

#### **2.3.16 Determination of Responsiveness**

- i. Prior to the detailed evaluation of Bids, Client will determine whether each Bid is responsive to the requirements of the tender.
- ii. For the purpose of this clause, a responsive Bid is one which:
  - a. have digital signature.
  - b. is accompanied by the power(s) of attorney if required
  - c. contains all the information as requested in the Bid Document
  - d. contains information in formats same/similar as those specified in this Bid Document
  - e. mentions the validity period of the offer
  - f. 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, HLL'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 HLL. The decision of the HLL in this regard shall be final and binding. The financial Packages of non-responsive Bidders shall not be opened.

#### **2.3.17 Evaluation of Bids**

- i. HLL would examine and evaluate responsive Bids, as per the criteria set out in this document at Section IV Evaluation Process
- ii. HLL reserves the right to reject any Bid if:
  - a. At any time, a material misrepresentation is made or uncovered; **or**
  - b. The Bidder does not respond within the stipulated time to requests for supplemental information/ clarifications required for the evaluation of the Bid; **or**
  - c. It is found that the information provided is not true or incorrect or facts/ material for the evaluation have been suppressed.

#### **2.3.18 Clarification of Bids**

- i. Evaluation of technical Bids submitted by Bidders shall be undertaken based on details submitted therein only. Bidder shall not be allowed to submit on their own, additional information or material subsequent to the date of submission and such material/ information, if submitted, will be disregarded. It is therefore essential that all details are submitted by the Bidder comprehensively, accurately and specifically in their technical Bid, avoiding vague answers. However, Evaluation Committee, if it so desires, reserves the right to seek any clarification from the Bidders on the information provided in the technical package. The request for clarifications and the response shall be in writing, or by tele-fax. No change/ addition in the information or substance of the Bid shall be sought, offered or permitted.
- ii. To assist in the examination, evaluation and comparison of the financial Bid, Evaluation Committee may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing or by tele-fax. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm correction of arithmetical errors observed by the Evaluation Committee during the evaluation of Bids.

#### **2.3.19 Process to be Confidential**

- i. Except the public opening of the Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.

- ii. Any effort by a Bidder to influence HLL'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.

#### **2.3.20 Award of Contract**

- i. Award Criteria

Client 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, HLL will issue the Letter of Award to the Successful Bidder, notifying him of being declared successful and the intent to sign the Contract Agreement with him. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Award') shall mention the sum which Client, 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 HLL/ Client 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, HLL will promptly notify the other Bidders and discharge/ return their Bid securities.

- iii. Signing of Agreement

- a. HLL shall prepare the Contract Agreement in the Proforma (Form D) included in this document, duly incorporating all the terms of agreement between the two parties. Within 10 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 BOCW Welfare Board 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 HLL and the Contractor through their authorized signatories.
- e. In case the Successful Bidder does not sign the Contract Agreement, HLL 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.

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

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

**SITC of Solar hot water generating system at Super Speciality hospital at Govt. Rajaji Medical College, Madurai under PMSSY Ph II.**

2. The activities to be carried out for the completion of the Project shall include the following and any additional activities incidental to these:

- i. **SITC of Solar hot water generating system at Super Speciality hospital at Govt. Rajaji Medical College, Madurai under PMSSY Ph II** as per Bill of Quantity
- ii. Submission of the completion (i.e. 'as-built') drawings, shop drawings and other related documents, both a hard copy and the soft copy in Auto CAD or any other IT application used for the purpose.

## **SECTION IV**

### **EVALUATION PROCESS**

#### **4.1 Evaluation Process:**

The Bids will be evaluated in the following stages:

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

#### **4.2 Stage 1-Technical Evaluation**

- i. The technical Bids shall be evaluated as per criteria mentioned in Clause 1.4 in respect of experience of similar class of works completed, financial turnover etc. will first be scrutinized and bidder's eligibility for the work shall be determined.

The financial Bid of only those Bidders who are technically qualified shall be opened.

- ii. The financial Bids of Bidders whose technical Bids are found unacceptable shall be not be opened
- iii. Client shall notify all the technically qualified Bidders of their technical qualification indicating the date, time and venue for opening of financial Bids.

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

- i. Evaluation Committee shall open the financial Bid of the technically qualified Bidders in the presence of the Bidders/ their authorized representative, who choose to attend, at the scheduled date and time.
- ii. On opening the financial Bids, the Evaluation Committee shall read out the financial Bid to all the Bidders and note the same.
- iii. The Evaluation Committee shall correct arithmetic errors, if any and sign the same. If any discrepancy is found between the amount in figures and the amount in words, the amount in words shall prevail.
- iv. If a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
- v. All the financial Bids shall then be ranked according to the financial Bid in increasing order with the Bidder quoting the least amount ranked L1, Bidder quoting next higher figure as L2 and so on.
- vi. L1 will be declared as Successful Bidder and his offer will be processed further.
- vii. (a) The financial bid of all eligible bidders as decided by HLL shall be opened and the decision of HLL/Client will be final and binding.  
(b)The date and time of opening of financial bids shall be decided by HLL which will be intimated at an appropriate time.



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

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

**Annexure -1 Checklist**

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

**TECHNICAL PACKAGE - Part I**

S.No.	Name of Document	Mode of submission	Page No.
1.	Non -refundable Demand Draft of Rs.2400/- only as cost of bid, in favour of "HLL Lifecare Ltd" payable at Thiruvananthapuram	<b>In Original in Envelop no. 1</b>	
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		

**TECHNICAL PACKAGE - Part II**

S.No	Name of Document	Mode of submission	Page No.
1	Power of attorney (Form E) in favour of the person signing the Bid	<b>Manual</b>	
2	Form " Form "T-1" (Financial Information)		
3	Form "T-2" (Details of works)		
4	Form "T-3" (Project under execution of award)		
5	Form "T-4" (Performance Report of Works)		
6	Form "T-5" (Structure and Organization)		
7	Form "T-6" (Details of Technical & Administrative personnel)		
8	Copies of GST Registration as per clause 1.26		
9	Integrity Pact and Agreement duly signed by the authorized signatory on behalf of the bidder (as per Performa given on pagefrom2 to 9 of GCC Vol-II)		
10	Undertaking as per requirement of clause-1.27 (as per form M)		

**FINANCIAL PACKAGE COMPRISING OF:**

<b>S.No</b>	<b>Name of Document</b>	<b>Mode of submission</b>	<b>Page No.</b>
1.	signed bid / Price Bid (Bill of Quantities – Volume-III)	Manual	

**FORM OF BID**

**Name of the Work:**      **SITC of Solar hot water generating system at Super Speciality hospital at Govt. Rajaji Medical College, Madurai under PMSSY Ph II**

To

.....

**Sub : Submission of Proposal**

Having visited the Site, ascertained the Site conditions and examined the General Conditions of Contract as well as 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 HLL/ Client 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 last date of submission of the Bid as per the Bid Documents or any extension thereto.
7. We agree to the General Conditions of Contract and 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 HLL, if it finds anything to the contrary,

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

9. We understand that you are not bound to accept the lowest or any Bid you may receive.
10. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.
11. We enclose;
  - a. All documents as per the checklist

- 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.....**2018**

Signature .....

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

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

Address .....

.....

.....

Witness – Signature .....

Name .....

Address .....

.....

.....

**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
li	Date for commencement of work	Date of letter of award or date of handing over of site whichever is later.
lii	Time for completion	30 days
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"	<b>1 year from the date of issue of final completion certificate by HLL.</b>
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 .....

Place .....

Name .....

Address .....

**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

.....

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 for **SITC of Solar hot water generating system at Super Speciality hospital at Govt. Rajaji Medical College, Madurai under PMSSY Ph II** and for due fulfilment of the terms and conditions of the said Tender, we hereby undertake and agree to indemnify and keep you indemnified to the extent of Rs. .... (Rupees ..... 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 HLL any money so demanded by the HLL notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings pending before any Court or Tribunal relating thereto, our liability under this present being absolute and equivocal.

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

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

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

Dated this ..... day of .....

Yours faithfully,

For and on behalf of

The.....Bank.

Signature of authorized bank official

Name: .....

Designation: .....

Stamp/Seal of the Bank: .....



**FORM OF PERFORMANCE GUARANTEE BANK GUARANTEE**

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

To,

.....

Dear Sir,

In consideration of the ....., having offered to except the terms and conditions of the proposed agreement between HLL, 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.
3. 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.
4. 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\_\_\_\_\_.
5. **This guarantee is valid till \_\_\_\_\_(date to be mentioned) (Sixty days beyond the stipulated date of completion or the extended period, thereof)**
6. 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 \_\_\_\_\_ 2018

For and on behalf of Bank.

Issued under seal :

**FORM OF AGREEMENT**

This agreement is made at ..... on the --- day of ----- 2018 between ..... (hereinafter called “HLL” 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 HLL on behalf of MoHFW, Govt. of India is desirous that certain works should be executed, for ..... hereinafter called the “The Project” and has accepted a Tender submitted by the contractor for the execution and completion of such works as well as guarantee of such works and the remedying of defects therein.

NOW THIS AGREEMENT 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

**Volume - III (Financial bid and Bill of Quantities)**

**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 HLL to the Contractor as hereinafter mentioned, the Contractor hereby covenants with Client to executed and complete the Project by ----- and remedy and defects therein in conformity in all respects with the provisions of the Contract.
4. *HLL* hereby covenants to pay the Contractor in consideration of the execution and completion of the Project and the remedying of defects therein, the total Contract Price of Rs. ----- 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.

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

For and on behalf of the Contractor	For and on behalf of the HLL
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 HLL
in the presence of:  Witness _____ Name _____ Address _____	  Witness _____ Name _____ Address _____

**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.

DELETED

**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 HLL.

\_\_\_\_\_

Signed by an Authorised Officer of the Firm



**UNDERTAKING**

We do hereby indemnify HLL/Client, against all penal action that may be levied/effectuated by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority.

**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 similar works** for last three years ending 31.03.2018

Financial Year	Annual Turn Over in Indian Rupees ( or equivalent to Indian Rupees ) as per Audited Balance Sheet
2015-16	Rs.
2016-17	Rs.
2017-18	Rs.
Average Annual Turnover over the past three years	Rs.

**ii) Profit / Loss** for last Five years ending 31.03.2018

Signature of Chartered  
Accountant with Seal

Signature of Applicant.

**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.	<b>Date of completion :</b>	
	i) Stipulated date of completion	
	ii) Actual date of completion	
07.	Amount of compensation levied for delayed completion, if any	
08.	Amount of reduced rate items, if any	
09.	<b>Performance Report :</b>	
	a) 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.	GST no.	
04.	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	
05.	Particulars of registration with various Government bodies ( <i>attach attested photocopy</i> )	
	<u>Organization / Place of Registration :</u>	
	1.	
	2.	
	3.	
06.	Names and Titles of Directors & Officers with designation to be concerned with this work	
07.	Designation of individuals authorized to act for the organization.	
08.	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.	
09.	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.	
10.	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.	
11.	Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a Court of Law? If so, give details.	
12.	In which field of Services the applicant has specialization and interest?	
13.	Any other information considered necessary but not included above.	

Signature of Applicant

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

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

Signature of Applicant



**END OF VOLUME – I  
(LAST PAGE)**