

**MINISTRY OF HEALTH & FAMILY WELFARE  
GOVERNMENT OF INDIA, NEW DELHI**

***Tender No. MoHFW/PMSSY/JNMC-ALIGARH/HORTICULTURE/HLL/ID/2014/04***

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

**Up-gradation of Jawaharlal Nehru Medical College, Aligarh Muslim  
University, Aligarh (U.P) under PMSSY-II  
“Package-4: Development of Horticulture & Landscaping Works”**

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

- Volume- I (NIB & ITB)
- Volume-II GCC
- Volume III (SCC & Technical Specifications)
- Volume-IV (BOQ)



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

Phone no: 0120-4071500, Fax no: 0120-4071627

(August, 2014)

**MINISTRY OF HEALTH & FAMILY WELFARE  
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**THE COMPLETE TENDER DOCUMENTS CONSIST OF THE FOLLOWING:**

- Volume- I (NIB & ITB)
- Notice Inviting Bid
- Instruction To Bidders



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

Phone no: 0120-4071500, Fax no: 0120-4071627

(August, 2014)

**NOTICE INVITING TENDER  
GOVERNMENT OF INDIA  
MINISTRY OF HEALTH AND FAMILY WELFARE**

**NOTICE INVITING TENDER**

Item rate Tenders are invited on behalf of the President of India from eligible contractors as per eligibility criteria laid down, for the work of **Up-gradation of Jawaharlal Nehru Medical College, Aligarh Muslim University, Aligarh (U.P) under PMSSY-II “Package-4: Development of Horticulture & Landscaping Works”**

Tender No.	Name of work & Location	Estimated cost (Rs.)	Completion period	Date of issue of tender document from	Last date of submission (at HLL Noida)	Bid Security / EMD (Rs.)
MoHFW/PMSY/ JNMC- Aligarh/ HORTICULTURE /HLL/ ID/ 2014/04	Up-gradation of Jawaharlal Nehru Medical College, Aligarh Muslim University, Aligarh (U.P) under PMSSY-II “Package-4: Development of Horticulture & Landscaping Works”	Rs.19,99,150/-	02 (Two) Months	11.08.2014 to 20.08.2014 (10 AM to 5PM)	28.08.14 at 15.00 Hrs	Rs. 39,983/-

The complete set of Tender Documents comprising four Volumes (Vol. I to IV) including Pre-qualification Criteria (Vol-I) has been made available at HLL website [www.lifecarehll.com](http://www.lifecarehll.com) and CPP Portal. The interested applicant contractors/firms may check their eligibility for the tender. Complete set of Tender Documents along with Tender Drawings are available at the office of HLL Lifecare Limited, B-14A Sector-62, Noida-201307.

The interested applicant contractors/firms after checking their prequalification status should purchase the complete set of tender documents comprising of Volumes I,II, III, and IV in person or through Post from the office of HLL Lifecare Limited, B-14A Sector-62,Noida-201307 on any working day as mentioned above on written request mentioning the name & description of work along with a non-refundable fee of Rs.2,000/- (Rupees Two thousand only), including service tax, through demand draft in favour of HLL Lifecare Limited payable at New Delhi. Interested applicant contractors/firms may like to attend the pre bid meeting which is scheduled to be held at 11:00 hrs on 22.08.2014 at HLL Office B-14A Sector-62, Noida.

The tender documents obtained from HLL Lifecare Limited Noida office , signed by the authorised representative of the applicant contractors/ firms shall only be submitted complete in all respects along with requisite Bid Security in the form of Bank Guarantee from a Scheduled Bank as per format given in the Tender Documents in favour of HLL Lifecare Limited /Demand Draft of a Scheduled Bank in favour of HLL Lifecare Limited Payable at New Delhi on or before due date and time as mentioned above at HLL Office B-14A Sector-62, Noida-201307. MoHFW/HLL 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 & CPP Portal web sites as corrigendum/amendments etc., if any, will be notified on the HLL & CPP Portal web sites and separate advertisement will not be made for the same.

Signatures of Authorized Representative  
of Ministry of Health and Family Welfare  
For & on behalf of President of India

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**DISCLAIMER**

This document has been prepared by HLL Lifecare Limited, on behalf of Ministry of Health & Family Welfare, Government of India. The information is provided to prospective Bidders, who are interested to Bid for **Up-gradation of Jawaharlal Nehru Medical College, Aligarh Muslim University, Aligarh (U.P) under PMSSY-II “Package-4: Development of Horticulture & Landscaping Works”**

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 MoHFW/HLL have taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither any of their authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

Further, MoHFW/HLL does not claim that the information is exhaustive. Respondents to this document are required to make their own inquiry/ survey and will be required to confirm, in writing, that they have done so and they did not rely solely on the information given herein.

MoHFW/HLL reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any respondent. No reimbursement of cost of any type or on any account will be made to persons or entities submitting their Bid.

### **Definitions**

1. **“Application”** shall mean the response submitted by interested parties.
2. **“BID/ Tender”** shall mean documents issued by MoHFW/HLL to the prospective Bidder. The word “Tender” is synonymous with “Bid”
3. **“Project”** shall mean Up-gradation of Jawaharlal Nehru Medical College, Aligarh Muslim University, Aligarh (U.P) under PMSSY-II “Package-4: Development of Horticulture & Landscaping Works”
4. **“Site”** shall mean the place where the works under the Project are to be carried out and the details of which are provided in this document.
5. **“Bid Security/ Earnest Money”** shall mean the amount to be deposited by the Tenderer with the Tender.
6. **“Bid Validity”** shall mean the period for which the Bids shall remain valid.
7. **“Bidder”** shall mean the party participating in the Tendering process pursuant to and in accordance with the terms of this document.
8. **“Contract Agreement”** shall mean the agreement to be signed between the Successful Tenderer and the competent authority on behalf of MoHFW/ their authorized representative.
9. **“Contract Price”** shall mean the financial bid of the Successful Tenderer as accepted by the Client.
10. **“MoHFW”** shall mean Ministry of Health & Family Welfare, Government of India(GOI).
11. **“PMSSY”** shall mean “Pradhan Mantri Swasthya Suraksha Yojna”
12. **“Client/Owner”** means Ministry of Health & Family Welfare (MoHFW).
13. **“Employer/Principal Employer”** means Ministry of Health & Family Welfare, Govt. of India.

14. **“HLL”** shall mean HLL Lifecare Limited appointed by MoHFW as Project Consultant for the project.
15. **Engineer in Charge (EIC)** means the authorized representative nominated by MoHFW/ HLL.
16. **“Evaluation Committee”** shall mean the committee constituted by MoHFW/HLL for the evaluation of the bids.
17. **“Processing Fee”** shall mean the amount to be paid by the Tenderers in consideration of cost of bid 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. **“Letter of Award”** shall mean the letter issued by the Client/HLL to the Successful Tenderer inviting him to sign the Contract Agreement.
20. **“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.
21. **“Performance Security”** shall mean the amount to be paid by the Successful Tenderer as per relevant clause mentioned elsewhere.
22. **“Similar Works”** as defined in qualifying criteria.
23. **“NIT”** means Notice Inviting Tender. The word “Notice Inviting Tenders” is synonymous with “Notice Inviting Bids (NIB)”.
24. **“Defects Liability Period”** means the period after completion of the Project during which the Client /HLL or their authorized representative / Engineer-in –charge that will notify to the Contractor any defect noticed in the work and the Contractor is liable for rectification of such defects. Proof of dispatch of letter notifying the defect/ intimating the representative of Contractor at site on the last date of Defect liability period will make the Contractor liable for rectify all such defects.

**SECTION-I  
NOTICE INVITING TENDER**

**GOVERNMENT OF INDIA  
MINISTRY OF HEALTH AND FAMILY WELFARE**

**Up-gradation of Jawaharlal Nehru Medical College, Aligarh Muslim University, Aligarh  
(U.P) under PMSSY-II  
“Package-4: Development of Horticulture & Landscaping Works”**

- 1.0** Item rate Tenders are invited on behalf of the President of India from eligible contractors as per eligibility criteria laid down, for the work of **Up-gradation of Jawaharlal Nehru Medical College, Aligarh Muslim University, Aligarh (U.P) under PMSSY-II “Package-4: Development of Horticulture & Landscaping Works”**
- 1.1** The work is estimated to cost as given in Table - I. This estimate, however, is merely a rough guide. Principal Chief Engineer (IDD-N&E) HLL Lifecare Limited, B-14A, Sector-62 Noida-201301 will deal with all the matters relating to invitation of tenders. Any clarification shall be sought from Principal Chief Engineer (IDD-N&E) HLL Lifecare Limited on Tele-Fax 0120-4071627. The NIT and other details are also available on the Website of CPP Portal and [www.lifecarehll.com](http://www.lifecarehll.com).
- 1.2** Pre bid conference will be held on 22.08.2014 at 11.00 am in the Conference Room, HLL Lifecare Ltd. B-14, Sector-62, NOIDA-201301 or any other venue as decided in future for which intimation will be published on web site. Principal Chief Engineer, Infrastructure Division- North, HLL Lifecare Ltd. may also be contacted.
- 1.3** TABLE– I

a	Tender No.	MoHFW/PMSSY/JNMC-ALIGARH/HORTICULTURE/HLL/ID/2014/04
b	Name of work & Location	Up-gradation of Jawaharlal Nehru Medical College, Aligarh Muslim University, Aligarh (U.P) under PMSSY-II “Package-4: Development of Horticulture & Landscaping Works”
c	Estimated cost (Rs.)	Rs.19,99,150/-
d	Completion period	Two (2) Months
e	<b>Bid Processing Fee (non-refundable)</b>	Rs. 2000/- (including service tax) by DD in favour of HLL Lifecare Limited payable at New Delhi
f	Period for issue of Bid/ tender document	From 11.08.2014 to 20.08.2014 between 10.00 Hours & 17.00 Hours every day except 2 <sup>nd</sup> & 4 <sup>th</sup> Saturday, Sunday and Public Holidays
g	Last date for receipt of request for issue of tender document	Till 20.08.2014 (15: 00 Hrs.)
h	<b>Last date for submission of queries</b>	22.08.2014 by 11:00 Hrs
i	Pre bid meeting	On 22.08.2014 by 11:00 Hrs

j	Date for issue of addendum	26.08.2014 addendum will be available at website of HLL and CPP portal
k	Bid Security / EMD (Rs. In Lacs)	Rs. 39,983/-valid upto six months from the date of submission
l	Bid Validity	180 days
m	Last date of submission of Bids (at HLL Noida)	28.08.2014 at 15.00 Hrs
n	Date of opening of Technical Bids	28.08.2014 at 15.30 Hrs
o	Date of opening of Price Bids	To be intimated at appropriate stage
p	Address for communication in connecting with this bid	Director PMSSY , Ministry of Health & Family Welfare C/o PCE(ID), HLL Lifecare Limited B-14A, Sector-62,Noida – 201301 Tel No. 0120-4071500 Fax: 0120-4071627 Email: rajpalsingh@lifecarehll.com

Tenders will be issued to all intending & eligible Contractors / Firms.

#### 1.4 Eligibility Criteria:

##### 1.4.1

- (a) The bidders must be in existence as Horticulture & Landscaping contractor / a contracting firm at least since the last 7 years ending last day of the month previous to the one in which applications are invited: They should have experience of Development of Horticulture & Landscaping Works.
- (b) Experience should be in the name of the bidding company and not in subsidiary/ associate company/group company etc.
- (c) **Profit / Loss:** The bidder should not have incurred any loss in more than two years during the immediate last five consecutive financial years, duly certified by the Chartered Accountant.
- (d) **JV/Consortium** or Foreign firms are not permitted.

##### 1.4.2

- (i) 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:

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

or

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

or

One similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost.

and

(ii) One Completed work of any nature (either part of (i) or a separate one) costing not less than the amount equal to 40% of the estimated cost put to tender with some Central Government Department / State Government Department/ Central Autonomous Body /Central Public Sector undertaking/ State Autonomous Body/ State Public Sector Undertaking.

- (i) **“Similar Works”** shall mean **Development of Horticulture & Landscaping Works** including maintenance of lawn and plants etc. forming part of the BOQ will be considered as a similar work in case of a composite work done by the Bidder.
- (ii) The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to the last date of the previous month in which bids are received.
- (iii) **Turnover:** Average annual financial turnover on similar work should be at least 100% of the estimated cost put to tender during the immediate last three consecutive financial years. The turnover will be considered only for bidding company and not for Group Company or subsidiary company etc. Copy of annual report for last 3 years to be enclosed.
- (iv) Solvency Certificate: Solvency of the amount equal to 40% of the estimated cost of the work.
- (v) The bidding capacity of the contractor should be equal to or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula:

Bidding Capacity =  $[AxNx2]-B$

Where,

A = Maximum value of construction works executed in any one year during the last five years taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of work for which bids has been invited.

B = Value of existing commitments and on going works to be completed during the period of completion of work for which bids have been invited.

**1.5** The time allowed for carrying out the work will be as mentioned in Table-I above effective from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later & in accordance with the phasing / milestones, indicated in the tender documents.

**1.6** The site for the work is available.

**1.7** Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & Conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be obtained from the office of HLL Lifecare Ltd., B-14A, Sector-62, NOIDA-201307 between 11.00 Hours to 16.00 Hours from **11.08.2014 to 20.08.2014**, every day except Saturday, Sunday and Public Holidays. Tender

documents, will be issued from above office, during the hours specified above, on payment Rs. 2000/-(including service tax) as cost of tender by **DD in favour of HLL Lifecare Limited payable at New Delhi.**

- 1.8** Applications for issue of tenders shall be received till 15.00 Hours on 20.08.2014 and tender documents shall be issued by 16.00 Hours on the same day.
- 1.9** The interested applicants/contractors/firms after checking their prequalification status should purchase the complete set of tender documents comprising of Vol I, II, III & VI in person or through Post from the office of HLL Lifecare Limited, B-14A Sector-62, Noida-201307 on any working day as mentioned above on written request mentioning the name & description of work along with a **non-refundable fee of Rs. 2000/-(including service tax)** through demand draft in favour of HLL Lifecare Limited payable at New Delhi.
- 1.10** Interested applicant contractors/firms may like to attend the **Pre-bid meeting** which is scheduled to be held at 11.00 Hours at HLL Office B-14A Sector-62, Noida-201307 on 22.08.2014.
- 1.11** The tender documents obtained from HLL Lifecare Limited Noida office, signed by the authorized Representative of the Applicant/ Contractor/ Firm shall only be submitted in complete in all respect alongwith requisite Bid Security in the form of Bank Guarantee from a Scheduled Bank as per format given in the Tender Documents in favour of HLL Lifecare Limited /Demand Draft of a Scheduled Bank in favour of HLL Lifecare Limited Payable at New Delhi on or before due date and time as mentioned above at HLL Office B-14A Sector-62, Noida-201307.
- 1.12** The tenders are invited in **two bid system** i.e. **Technical Bid and Financial Bid placed in separate envelopes each marked "Technical Bid", "Financial Bid", and the Earnest Money (EMD) shall be placed in separate sealed envelope marked "Earnest Money"** respectively. All three envelopes shall be submitted together in another sealed envelope with the name of work and due date of opening written on envelope, which will be received **up to 15.00 Hours on 28.08.2014.** The Bids will be opened in the presence of bidders or their authorized representatives who may choose to attend on **28.08.2014 at 15:30 hrs** in the office of HLL Lifecare Limited ,B-14A ,Sector-62 Noida-201307.If such nominated date for opening of bid is subsequently declared as a public holiday , the next official working day shall be deemed as the date of opening of the bids. Technical Bid of only those tenderers/bidders shall be opened, whose earnest money, placed in the EMD envelope, is found to be in order.
- 1.13** The bidder, whose bid is accepted, will be required to furnish performance guarantee for a value of 5% of the accepted tendered amount within the period in the schedule F. This Bank Guarantee shall be in the given format in the favour of HLL Lifecare Limited, Noida as per form C.
- 1.14** In case the contractor fails to deposit the said performance guarantee within the period as indicated in schedule 'F', including the extended period if any, the earnest money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

**1.15 Evaluation of performance:**

Evaluation of past performance of contractors forming part of the eligibility criteria quoted by them in their Technical Bid shall be done by Client/HLL. If required, the works executed by the bidders who otherwise qualify may be inspected by a committee or any other authority as decided by Client/HLL.

**1.16 The brief description of the work is as follows:- Up-gradation of Jawaharlal Nehru Medical College, Aligarh Muslim University, Aligarh (U.P) under PMSSY-II “Package-4: Development of Horticulture & Landscaping Works”**

**1.17** Copies of other drawings and documents pertaining to the works will be open for inspection by bidders at the office of HLL Lifecare Ltd B14A, Sector 62, NOIDA-201307 from **11.08.2014 to 20.08.2014 on all working days.**

**1.18** Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at its own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the works to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Client/HLL and local conditions and other factors having a bearing on the execution of the work.

**1.19** The competent authority of Client/HLL does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assigning of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

**1.20** Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

**1.21** The competent authority of Client/HLL reserves to himself the right of accepting the whole or any part of the tender and the bidder shall be bound to perform the same at the rate quoted.

**1.22** The contractor shall not be permitted to tender for works in case his near relative is Gazetted officer in Ministry of Health and Family Welfare or in the

Managerial cadre of HLL and is directly dealing with the MoHFW /HLL. Any breach of this condition by the contractor would disqualify him from tendering.

- 1.23** No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
- 1.24** The tender for the works shall remain open for acceptance for a period of **120** days from the date of opening of tenders. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the HLL shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the re – tendering process of the work.
- 1.25** This is a Time Bound Project and no time over run is acceptable. Only bidders who have means to deliver project in time need to apply.
- 1.26** Registration/License: The tenderer/bidder should have Works Contract Tax/VAT Registration with the appropriate Authorities. In case of non-registration at the time of submission of bid, they will have to submit an undertaking that they will get themselves registered with the concerned authorities if they are awarded work.
- 1.27** The tenderer/bidder will indemnify MoHFW/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 alongwith prequalification
- 1.28** This Notice Inviting bid shall form a part of the contract document. The successful Tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of the notice inviting tender, all the documents including General Conditions of the Contract, Special Conditions of Contract, Specifications, Bill of Quantities and drawings, if any, forming part of the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- 1.29** Contractor must not have been blacklisted/ penalized by any government agency or public sector undertaking or judicial authority/arbitration body.

**1.30 Submission of Bids****a) Bid document consists of :**

- **Volume – I (Notice Inviting Tender(NIT), Instruction to Bidders(ITB))**
- **Volume – II (General Conditions of Contract (GCC)**
- **Volume-III (Special Conditions of Contract (SCC) & Tech. Spec))**
- **Volume – IV (Bill of Quantities (BOQ))**

b) Tenderer /bidder may obtain clarification, if any, in respect of this document from the office of the PCE (ID-N&E) HLL Lifecare Ltd B14A, Sector 62, NOIDA-201307 till two days before Pre bid meeting.

c) **Sealing and Marking of Bids:** The Tenderers shall submit their Tenders in two parts i.e. TECHNICAL BID and FINANCIAL BID in two separate sealed envelopes. Both these envelopes with Earnest Money Deposit(EMD) envelope will be kept in another sealed envelope duly marked as Tender for work of **Up-gradation of Jawaharlal Nehru Medical College, Aligarh Muslim University, Aligarh (U.P) under PMSSY-II “Package-4: Development of Horticulture & Landscaping Works” under PMSSY-II” due for opening on 28.08.2014 at 16:00 hrs.** The documents forming part of Technical bid and Financial bid has been explained in clause 2.3.6 & 2.3.7 of Instruction to Bidders here-in-after.

d) MoHFW/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 MoHFW/HLL for rejection of his tender.

**Signatures of Authorized Representative  
of Ministry of Health and Family Welfare  
For & on behalf of President of India**

## **SECTION-II**

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

**2.0 Introduction:** The Project named **PRADHAN MANTRI SWASTHYA SURAKSHA YOJNA -II**(PMSSY-II) has been launched by the Hon'ble Prime Minister of India to offer Speciality and Super-speciality medical care and to improve the quality of medical education all over India. The subject work i.e. **Up-gradation of Jawaharlal Nehru Medical College, Aligarh Muslim University, Aligarh (U.P) under PMSSY-II Package-4: "Development of Horticulture & Landscaping Works"** is part of this scheme.

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

**2.2 Disqualification.** Even if a Contractor meets the eligibility criteria, MoHFW 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:

- a. Made misleading or false representations in the forms, statements and attachments submitted; or
- b. The Contractor has been blacklisted by any government agency even after bids have been opened

**2.3 BID Documents:**

2.3.1 Contents of BID Documents

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

2.3.2 Pre-Bid Conference

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

2.3.3 Clarifications

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

#### 2.3.4 Amendment to BID Document

- i. At any time prior to the submission of Bids, MoHFW / HLL may, for any reason, whether at its own initiative or in response to a clarification or query raised by prospective Bidders, modify the BID by an amendment.
- ii. The said amendment in the form of the addendum/ corrigendum will be sent to all prospective Bidders to whom, the BID has been issued on or before the last date mentioned in Notice Inviting Bid. This communication will be in writing or by tele-fax and the same shall be binding on the Bidders. Prospective Bidders should promptly acknowledge receipt of the addendum/ corrigendum by Tele-fax/courier to client. The amendments would also be available on the website of CPP Portal and HLL Lifecare <http://www.lifecarehll.com>. The prospective Bidders are advised to regularly visit these websites to ensure that they are aware of the amendments. The addendum (s) 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 MoHFW may, at its discretion, extend the deadline for the submission of Bids.
- iv. The above information will be placed on MoHFW's / HLL's website & CPP Portal and it will be the responsibility of the bidders to read.

#### 2.3.5 Preparation of Bid:

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

- i. The Bidder is solely responsible for the details of his Bid
- 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 bid. Bids, which do not satisfy all the requirements, as detailed in these documents, are liable to be rejected as being unresponsive.
- iii. The Bidder shall be deemed to have inspected the Site and its surroundings and taken into account all relevant factors pertaining to the Site, while preparing and submitting the Bid.

##### b) Project Inspection and Site Visit

Any Site information given in this BID is for guidance only. The Bidder is advised to visit and examine the Site of works and its surroundings at his/their cost and obtain at his/their own responsibility, any information that they may consider necessary for preparing the Bid and entering into a Contract with the Client, including availability of electricity, water and drainage, where applicable.

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

## c) Documents Comprising the Bid

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

d) **Alternative Proposal by bidders:**

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

**2.3.6 Contents of Technical Package:**

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

a. Part –I shall comprise the following :

- i) Form of Bid and Appendix (Form A) for the Bid
- ii) Checklist for the enclosed documents as per the format attached (Annexure I)
- iii) Bid Security(EMD), in original, in a separate envelope, sealed and duly marked “Bid Security” as per the format attached (Form B),
- iv) Format for Performance Security Bank Guarantee (Form C)
- v) Format for Contract Agreement (Form D)
- vi) Power of attorney (Form E) in favour of the person signing the Bid
- vii) Litigation History (Form G)
- viii) Affidavit by Bidder (Form K)

b. Part –II shall comprise the followings :

- i) Form “T-1” (Financial Information)
- ii) Form “T-1-B” (Certificate from a Scheduled Bank )
- iii) Form “T-2” (Details of works..... )
- iv) Form “T-3” (Project under execution or awarded)
- v) Form “T-4” (Performance Report of Works)
- vi) Form “T-5” (Structure & Organisation )

- c. Initialed BID document, as listed in Notice Inviting Bid excluding the Bill of Quantities (Volume –IV) but including amendment(s)/addendum(s)/Corrigendum(s)/Clarification(s) issued, if any.

**2.3.7 Contents of Financial Package**

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

i. **Financial Bid**

The financial package should be submitted, in a separate sealed envelope, these prices should include all costs associated with the

Project including any out of pocket /mobilization expenses, taxes, charges, levies, cess, VAT, including Service tax etc. as applicable till the date of NIT. In case Government levies/modifies any tax subsequently the same will be adjusted plus/minus as the case may be.

ii. **Language of Bid**

The Bid and all related correspondence and documents relating to the Project shall be in English language.

iii. **Currency of Bid**

Bid prices shall be quoted in Indian Rupees only. The amount mentioned elsewhere in the bid document will also deemed to be in Indian Rupees unless otherwise mentioned.

**2.3.8 EMD/Bid Security**

- a. The Bidder shall enclose EMD with their Bid for an amount, as mentioned in Notice Inviting Bid.
- b. The EMD will be in the form of a bank guarantee from a scheduled commercial bank in India. The format of the bank guarantee shall be as per Form C. Bank guarantees should be irrevocable and operative for a period as mentioned in Notice inviting Bid . The Bid Security shall be endorsed/pledged in favour of “HLL Lifecare Limited” and shall be submitted in a separate envelope super scribed “Bid Security for . Up-gradation of Jawaharlal Nehru Medical College, Aligarh Muslim University, Aligarh (U.P) under PMSSY-II “**Package-4: Development of Horticulture & Landscaping Works**”. Bids not accompanied by EMD (original), shall be treated as non-responsive, and will be summarily rejected by the MoHFW/HLL.
- c. The Bid securities (EMD) of unsuccessful Bidders shall be discharged/ returned by MoHFW/HLL in not later than 30 days after the expiration of the period of Bid Validity .
- d. The Bid Security of the Successful Bidder shall be returned upon the Bidder executing the Contract Agreement and submitting the required Performance Security.
- e. 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.

**2.3.9 Extension of Bid Validity**

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

**2.3.10 Format and Signing of Bid**

- a. Bid documents (technical package/ bid Part I and II and financial package/ bid) shall be stamped and signed on all pages by a person duly authorized

to sign the Bid documents. The Bidder shall also submit a power of attorney authorizing the person signing the documents.

- b. Entries to be filled in by the Bidder shall be typed or written in indelible ink.
- c. The complete Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by MoHFW/HLL, or as necessary to correct errors made by the Bidder. All amendments/corrections shall be initialed by the person or persons signing the Bid.
- d. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

### **2.3.11 Sealing and Marking of Bids**

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

- a. Each Bid will be submitted in two sets one marked "Original" and the other marked "Copy" (Copy should be the photocopy of 'original'). Each set containing the two packages, TECHNICAL BID and FINANCIAL BID shall be sealed in two separate envelopes clearly marked as "TECHNICAL BID" and "FINANCIAL BID". The two envelopes along with envelope of EMD/ Bid Security shall be wrapped in an outer envelope addressed to **The PCE (ID-North) HLL Lifecare Ltd. B14A, Sector 62, NOIDA-201307**, duly super scribing on top "Bid for. **Up-gradation of Jawaharlal Nehru Medical College, Aligarh Muslim University, Aligarh (U.P) under PMSSY-II "Package-4: Development of Horticulture & Landscaping Works"** and date and time of opening of the Bid \_\_\_\_\_",. The envelope should also bear the name and address of the Bidder.

### **2.3.12 Submission of Bids**

**Bids should be submitted to:**

**Director (PMSSY), Ministry of Health & Family Welfare,**

**C/o PCE (ID-N&E)**

**HLL Lifecare Ltd**

**B14A, Sector 62,**

**NOIDA-201307**

The last date for submission of completed Bids is given in Notice Inviting Bids. The MoHFW /HLL may, at their discretion, extend this date, in which case all rights and obligations of the MoHFW/HLL and the Bidder shall thereafter be subjected to the revised date as extended. If revised date for submission of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date for submission of Bid.

Bids shall be submitted by hand or through registered post or courier service at the address mentioned above so as to reach before scheduled Date & time

of submission of tenders. MoHFW/HLL shall not take any cognizance and shall not be responsible for any delay/loss in transit or non-submission of the Bid in time.

Bids sent telegraphically or through other means of transmission (Tele-fax, E-mail etc.), which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.

### **2.3.13 Modifications/ Substitution/ Withdrawal of Bids**

- (a) No modification or substitution of the submitted Bid shall be allowed.
- (b) A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by MoHFW before the last date for submission of Bids. In case a Bidder wants to resubmit his Bid, he shall submit a fresh Bid following all the applicable conditions. Re-submission will not be permitted more than once and till last date and time of submission as notified.
- (c) Only a single copy of the withdrawal notice shall be prepared and each page of the notice shall be signed and stamped by the authorized signatory. The notice shall be duly marked "WITHDRAWAL". This withdrawal notice will be opened at the time of opening of bid and not earlier. The signature of GPA holder will be verified and in case both are same then only withdrawal will be considered.

### **2.3.14 Bid Due Date**

- a. Bids should be received in the office of **the PCE (ID-North) HLL Lifecare Ltd., NOIDA-201307**, at the address mentioned in this document, on or before the stipulated/extended time and date as specified in Notice Inviting Bids.
- b. MoHFW may, in exceptional circumstances, and at its sole discretion, extend the receipt & opening of Bids by issuing an addendum.

### **2.3.15 Late Bids**

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

### **2.3.16 Power of Attorney:**

Bidders shall submit, along with Part 1 of the technical Bid, a power of attorney, on a stamp paper of appropriate value, in favour of the person signing the Bid documents authorizing him to sign the Bid documents, make corrections/modifications thereto and interacting with MoHFW/HLL and act as the contact person. The format for the power of attorney shall be as per form E of BID. In case bids are signed by Managing Director/Partner/Proprietor himself PoA is not required.

**2.3.17 Bid Opening and Evaluation:****Bid Opening**

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

**2.3.18 Determination of Responsiveness**

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

- iii. If a Technical Bid is not substantially responsive to the requirements of NIB, it will be rejected by MoHFW/HLL. The decision of the MoHFW/HLL in this regard shall be final and binding. The financial Packages of non-responsive Bidders shall be returned unopened.

### **2.3.19 Evaluation of Bids**

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

### **2.3.20 Clarification of Bids**

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

### **2.3.21**

#### **a. Process to be Confidential**

- i. Except the public opening of the Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.
- ii. Any effort by a Bidder to influence MoHFW Evaluation Committee in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of Contract, shall result in the rejection of the Bid.

**b. Client's right to accept any Bid and to reject any or all Bids**

- i. Notwithstanding anything above, MoHFW reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders.
- ii. MoHFW reserves the right to cancel/annul the selection process, at any stage prior to the award of the Contract, in larger public interest, on account of the following:
  - a) In case no Bid/ a single Bid is received.
  - b) Occurrence of any event due to which it is not possible to proceed with the selection process
  - c) An evidence of a possible collaboration/mischief on part of Bidders, impacting the competition and transparency of the selection process,
  - d) Any other reason, which in the opinion of the Client necessitates the cancellation of the selection process
- iii. On occurrence of any such event, MoHFW /HLL shall notify all the Bidders within 7 days of such decision. MoHFW/HLL shall also promptly return the Bid Security submitted by the Bidders within 15 days of issue of such notice. MoHFW /HLL is not obligated to provide any reason or clarification to any Bidder on this account. MoHFW/HLL's liability under this clause is restricted to returning the Bid Security and no other reimbursements of costs/ expenses of any type shall be made by the Client on this account.
- iv. The Client further reserves the right to re-Bid the process or get the work done by a Government agency or Quasi Government agency if the Client is of the opinion that the Bids received are not economically or otherwise feasible or not acceptable due to reasons in sub clauses (a) to (d) above.

**2.3.22 Award of Contract****a. Award Criteria**

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

**b. Notification of Award**

- i. MoHFW/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 MoHFW/HLL will pay to the Contractor in consideration of the completion and guarantee of the work to be performed by them, as prescribed therein (hereinafter and in the conditions of Contract called 'the Contract Price'). No correspondence will be entertained by MoHFW/HLL from the unsuccessful Bidders.
- ii. The Letter of Award shall form part of the Contract.

- iii. Upon submission of Performance Security by the Successful Bidder , MoHFW/HLL will promptly notify the other Bidders and discharge / return their Bid securities.

**c. Performance Security**

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

**d. Signing of Agreement**

- (i) Prior to the signing of the Contract Agreement, the Successful Bidder shall submit Performance Security.
- (ii) MoHFW/HLL shall prepare the Contract Agreement in the Proforma (Form D) included in this document, duly incorporating all the terms of agreement between the two parties. The Successful Bidder will be required to execute the Contract Agreement within 30 days from the date of issue of the Letter of Award.
- (iii) The Contract Agreement should be duly signed by MoHFW/HLL or its assignees or any agency appointed by them and Contractor through their authorized signatories.
- (iv) In case the Successful Bidder does not sign the Contract Agreement, MoHFW/HLL reserves the right to cancel the further process, forfeit any Bid Security and/or Performance Security, as the case may be, submitted by the Successful Bidder and either re-Bid or proceed in any other manner as it may deem fit.

**e. Sub-contracting**

- i. The Contractor shall not sub-contract the whole of the works. The Contractor shall not subcontract any part of the work without notifying and getting prior approval from the MoHFW/HLL.
- ii. The Contractor shall be responsible for observance, by all sub-contractors, of all the provisions of the Contract Agreement. The Contractor shall be responsible for the acts or defaults of any sub-contractor, his representatives or employees, as fully as if they were the acts or defaults of the Successful Bidder, his representatives or employees. The Contractor shall provide MoHFW/HLL the details of all the sub contracts including terms and conditions of the contracts entered with them. The Contractor

shall be solely responsible for the performance of the sub-contractors and for making payments to them.

**f. Defects Liability Period**

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

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

- i. All copyright and other proprietary rights in the Works shall vest and stand assigned to MoHFW/HLL and MoHFW/HLL shall consequently own, absolutely and exclusively on a worldwide basis, the whole of property, rights, title and interest including all copyright in the Works, present or future, vested or contingent, generally and without limitation, for the whole term of the copyright, including the right to modify and/or make any alterations to the Works and all the above rights shall not lapse even if such rights are not exercised by MoHFW during the terms of the copyright and the Contractor shall be required/obliged to execute any deeds/documents, as may be required or considered necessary, by MoHFW/HLL to give effect to and secure the above mentioned rights for MoHFW in the Works. For the purpose of this clause, the term "Works" shall include all "works" covered by the copyright Act 1957 including the design of the housing complex and all plans, sketches, design or artistic works created by the Contractor at the inception of, during the course of and until the completion of the Project and also includes any work created directly or indirectly in the performance of the obligations of the Contractor in connection with the Project.
- ii. The Contractor shall not use or allow anyone to use these drawings, designs, documents and software without the prior written permission of the Client and any such act without the permission of the Client shall constitute violation of Intellectual Property Rights.
- iii. Even in the event of stoppage / cancellation of the selection process, all documents /designs/ drawings submitted by the contractor/Bidder to the MoHFW/HLL on or before the cancellation of the selection process shall become the property of the Client and the Bidders shall have no claim on such documents/design.

**h. Right to modify the design**

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

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

**SECTION-III**  
**INTEGRITY PACT**

To,

.....,  
.....,  
.....

Sub:Tenders for Up-gradation of Jawaharlal Nehru Medical College, Aligarh Muslim University, Aligarh (U.P) under PMSSY-II **“Package-4: Development of Horticulture & Landscaping Works”** (Tender No. MoHFW/PMSSY/JNMC-ALIGARH/ HORTICULTURE/ HLL/ ID/ 2014/ 04)

Dear Sir,

It is hereby declared that MoHFW/HLL is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the MoHFW/HLL.

Yours faithfully

**Signatures of Authorized Representative  
of Ministry of Health and Family Welfare  
For & on behalf of President of India**

**To**

Director PMSSY  
Ministry of Health & Family Welfare  
**C/o Principal Chief Engineer (ID-N&E)**  
**HLL Lifecare Ltd**  
**B14A, Sector 62, NOIDA-201307**

Sub:Tenders for Up-gradation of Jawaharlal Nehru Medical College, Aligarh Muslim University, Aligarh (U.P) under PMSSY-II “**Package-4: Development of Horticulture & Landscaping Works**” (Tender No. MoHFW/ PMSSY/ JNMC-ALIGARH/ HORTICULTURE/HLL/ID/2014/04)

Dear Sir,

I/We acknowledge that MoHFW/HLL is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by MoHFW/HLL. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, MoHFW/HLL shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

**To be signed by the bidder and same signatory competent / authorised to sign the relevant contract on behalf of MoHFW/HLL.**

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this .....day of ..... 2014

**BETWEEN**

President of India represented through the Superintending Engineer(SE) , AIIMS Rishikesh , Ministry of Health & Family Welfare, New Delhi (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

.....(Name and Address of the Individual/firm/Company) through..... (Hereinafter referred to as the (Details of duly authorized signatory) "**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**Preamble**

WHEREAS the Principal/Owner has floated the Tender No. MoHFW/PMSSY/JNMC-ALIGARH/ HORTICULTURE/ HLL/ID/2014/04 (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for Up-gradation of Jawaharlal Nehru Medical College, Aligarh Muslim University, Aligarh (U.P) under PMSSY-II "**Package-4: Development of Horticulture & Landscaping Works**" (Name of work) hereinafter referred to as the "**Contract**".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

**Article 1: Commitment of the Principal/Owner**

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) The Principal/Owner shall endeavour to exclude from the Tender process any

person, whose conduct in the past has been of biased nature.

- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

#### **Article 2: Commitment of the Bidder(s)/Contractor(s)**

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal /Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/ Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/ representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

#### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal /Owner. **Such exclusion may be forever or for a limited period as decided by the Principal /Owner.**
- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal / Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/ Owner apart from exercising any legal rights that may have accrued to the Principal/ Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/ Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/ Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub- contractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work/handling over of works under the contract or till the continuation of defect liability period and Operation & Maintenance period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse

of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, MoHFW/HLL.

**Article 7- Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction in the National Capital Territory of DELHI.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

**Article 8- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

..... (For and on behalf of Principal/Owner)

..... (For and on behalf of Bidder/Contractor)

WITNESSES:

1..... (signature, name and address)

2..... (signature, name and address)

Place:

Dated :

**SECTION-IV**  
**SCOPE OF WORK**

The work for Construction of New Emergency & Trauma Centre, OPD and OBG Blocks towards upgradation of Jawahar Lal Nehru Medical College, Aligarh Muslim University, Aligarh (U.P) under PMSSY-II" is under progress in different Packages such as:-

**Package- 1 – Main Building works - Work is in progress**

**Package -2 - Electrical Substation, DG Sets and other electrical works including Solar Energy System - Work is in progress).**

The scope of work for which the bids are now invited under Package-4 relates to **Development of Horticulture & Landscaping Works** as per terms and conditions of the tender documents and site conditions. Architectural drawings will be supplied by the client or agency nominated by the client. The activities to be carried out for the completion of the Project shall include the following and any additional activities incidental to these:

- i. **Development of Horticulture & Landscaping Works** as per Engineer in Charge/ drawings.
- ii. Getting all approvals / permissions / planning permits as required incidental to Execution of work.

**1. Design Approvals from Engineer –in-Charge**

The Contractor shall obtain all necessary approvals before execution of work and supply of related materials with respect to development of Horticulture & Landscaping Works from Engineer-in-Charge. Nothing extra is payable to contractor on this account and all expenditure on this account will be borne by the contractor.

## **SECTION V**

### **EVALUATION PROCESS**

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

The Bids will be evaluated in the following stages:

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

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

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

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

- i. The financial bid of all the eligible bidders i.e. whose technical bids are found in order, shall be opened the decision of MoHFW/HLL will be final and binding.
- ii. The date and time of opening of financial bids shall be decided by the client which will be intimated to all eligible bidders.
- iii. Evaluation Committee shall open the financial Bid of the technically qualified Bidders in the presence of the Bidders/their authorized representative, who choose to attend, at the scheduled date and time.
- iv. On opening the financial Bids, the Evaluation Committee shall read out the financial Bid to all the Bidders and note the same.
- v. The Evaluation Committee shall correct arithmetic errors, if any and sign the same. If any discrepancy is found between the amount in figures and the amount in words, the amount in words shall prevail, for calculating/ correcting amounts of such items.

#### **Procedure for dealing with ambiguities in rates:**

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

- a) When there is a difference between the rates in figures and in words, the rates which correspond to the amounts worked out by the contractor shall be taken as correct.

- b) When the amount of an item is not worked out by the contractor, or if it does not correspond with the rates written either in figures or in words, then the rate quoted by the contractor in words shall be taken as correct.
- c) When the rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rates quoted by the contractor shall be taken as correct and not the amount.
- d) In the case of percentage rate tender, the tenderers are required to quote their rates, both in amount as well as in the percentage below/above the rates entered in the Schedule. In such cases, in the event of arithmetical error committed in working out the amount by the contractor, the tendered percentage and not the amount should be taken into account.
- e) All corrections in the comparative statement should be carried out neatly and clearly, and initialed by the person making the corrections. The corrections shall then be attested by the authority concerned.
- vi. All the financial Bids shall be ranked according to the financial Bid with the Bidder quoting the least amount ranked L1, Bidder quoting next higher figure as L2 and so on.
- vii. L1 will be treated as Successful Bidder and his offer will be processed further.

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

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

## Annexure-I

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

1.	Form "T-1" (Financial Information)		
2.	Form "T-1-B" (Financial Information)		
3.	Form "T-2" (Details of works..... as on 31 March 2014)		
4.	Form "T-3" (Project under execution of award)		
5.	Form "T-4" (Performance Report of Works)		
6.	Form "T – 5"(Structure & Organization)		

**TECHNICAL PACKAGE - Part 2****FINANCIAL PACKAGE COMPRISING OF:**

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

1.	Financial bid in separate sealed cover	No. of sets to be submitted	Page No.
----	--	-----------------------------	----------

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

**Name of the Work: Up-gradation of Jawaharlal Nehru Medical College, Aligarh Muslim University, Aligarh (U.P) under PMSSY-II "Package-4: Development of Horticulture & Landscaping Works"**

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

**Form A**  
( FORM OF BID WITH APPENDIX)

To

**Director (PMSSY)**  
Ministry of Health and Family Welfare (MoHFW)  
C/o Principal Chief Engineer (IDD-N&E)  
HLL Lifecare Ltd  
B14A, Sector 62, NOIDA -201307

**Dear Sir**

**Sub:** Submission of Proposal for Up-gradation of Jawaharlal Nehru Medical College, Aligarh Muslim University, Aligarh (U.P) under PMSSY-II “**Package-4: Development of Horticulture & Landscaping Works**”.

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

1. We acknowledge that the Appendix forms an integral part of the Bid.
2. While preparing this Bid, we have gathered our own information and conducted our own inquiry/survey to our satisfaction and we did not rely solely on the information provided in this BID. We shall not hold MoHFW/HLL responsible on any account in this regard.
3. We undertake, if our Bid is accepted, we shall commence the works within the stipulated time and to complete the whole of the works comprised in the Contract within the stipulated time calculated from the start date
4. If our Bid is accepted, we will furnish a bank guarantee as Performance security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with as given in the General Conditions of the Contract.
5. We are aware that in the event of delay in execution of the Project, beyond the agreed timelines due to reasons attributable to us, liquidated damages shall be recovered from us as per the conditions of the contract.
6. Our Bid is valid for your acceptance for a period of 120 days from the last date of submission of the Bid or any extension thereto by us.
7. We agree to the General Conditions of Contract and Special Conditions of Contract and the terms and conditions mentioned in the NIB.
8. We declare and confirm that before submission of this Bid no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the Bid price does not include any such amount. We acknowledge the right of MoHFW/HLL to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void. , if it finds anything contrary to this declaration.

9. We understand that you are not bound to accept the lowest or any Bid you may receive.

10. If our Bid is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

**11. We enclose;**

- a. All documents as per the checklist
- b. Bank guarantee for Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) issued by \_\_\_\_\_ (name of the bank) valid until \_\_\_\_\_ towards EMD.

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.....**2014**

Signature .....

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

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

Address .....

.....

.....

Witness – Signature .....

Name .....

Address .....

.....

.....

**Appendix****FORM –A\_ APPENDIX TO THE FORM OF BID**

i.	Amount of bank guarantee as Performance Security to be deposited by financially successful bidder	5 percent of the Total Contract Price to be deposited and balance 5% to be retained from the running bills.
ii	Date for commencement of work	30 days from letter of award or 10 days after handing over of site whichever is later.
iii	Time for completion	2(Two) Months
iv.	Amount of liquidated damages in case of extension of completion date due to delays by the Contractor	As Given in G.C.C.
v.	Defects Liability Period from the date of issue of "Taking-over certificate"	12 months
vi.	Period of validity of Performance Security	6 months beyond Defects Liability Period

Signature  
(Authorized Signatory)

Date .....

Place .....

Name .....

Address .....

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

**KNOW ALL MEN** by these presents that we ..... (Name of Bank) having our registered office at ..... (Name of country) (hereinafter called "the Bank") are bound unto HLL Lifecare Limited, B-14A, Sector-62, Noida-201307" in the sum of Rs. \_\_\_\_\_ for which payment will and truly to be made to the said HLL Lifecare Limited, the bank binds itself, its successors and assigns by these presents.

WHEREAS.....(Name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated \_\_\_\_\_ for **Up-gradation of Jawaharlal Nehru Medical College, Aligarh Muslim University, Aligarh (U.P) under PMSSY-II "Package-4: Development of Horticulture & Landscaping Works"**.

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

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

1. We further agree as follows :

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

2. The conditions of this obligation are :

- a) if the Bidder withdraws his Bid during the period of Bid Validity, or
- b) if the Bidder does not accept the correction of his Bid Price as corrected by the evaluation committee

- c) if the Bidder having been notified of the acceptance of his Bid by client during the period of Bid Validity :
- a. fails or refuses to furnish the required Performance Security for the amount equal to 5% of the Contract price and/ or
  - b. fails or refuses to enter into a Contract within 30 days of issue of Letter of Award by MOH&FW

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

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

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

This deed of guarantee made this day of \_\_\_\_\_ between Bank of \_\_\_\_\_ (hereinafter called the "Bank") of the one part, and MINISTRY OF HEALTH & FAMILY WELFARE, GOVERNMENT OF INDIA (hereinafter called "MoHFW") of the other part.

Whereas MINISTRY OF HEALTH & FAMILY WELFARE (MoHFW), GOVERNMENT OF INDIA has awarded the Contract **Up-gradation of Jawaharlal Nehru Medical College, Aligarh Muslim University, Aligarh (U.P) under PMSSY-II "Package-4: Development of Horticulture & Landscaping Works"**

to \_\_\_\_\_ (Name of the Contractor)

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

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

At any time during the period in which this guarantee is still valid, if MoHFW agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge

himself of the liability or damages or debts as stated under Para 2, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by MoHFW and at the cost of the Contractor.

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

In witness where of I/We of the bank have signed and sealed this guarantee on the ---- day of ----- (Month) **2014** being herewith duly authorized.

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

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

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

Witness 1	Witness 2
Signature .....	Signature .....
Name .....	Name .....
Address .....	Address .....

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

This agreement is made at **New Delhi** on the ---- day of ----- 2014 between President of India acting through Shri -----, ----- Director (PMSSY), Ministry of Health and Family Welfare (MoHFW), Government of India having its office at Nirman Bhavan, New Delhi (hereinafter called “Client” 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.** , **AND,**

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 MoHFW is desirous that certain works should be executed, for Up-gradation of Jawaharlal Nehru Medical College, Aligarh Muslim University, Aligarh (U.P) under PMSSY-II “**Package-4: Development of Horticulture & Landscaping Works**” of MoHFW hereinafter called the “The Project” and has accepted a Tender submitted by the contractor for the execution and completion of such works as well as guarantee of such works and the remedying of defects therein. NOW THIS AGREEMENT WITNESSTH as follows:

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

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

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

3. In consideration of the payment to be made by MoHFW to the Contractor as hereinafter mentioned, the Contractor hereby covenants with MoHFW to execute and complete the Project **Up-gradation of Jawaharlal Nehru Medical College, Aligarh**

**Muslim University, Aligarh (U.P) under PMSSY-II “Package-4: Development of Horticulture & Landscaping Works”** and remedy and defects therein in conformity in all respects with the provisions of the Contract.

MoHFW 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 later of Award (LOA) subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**4 OBLIGATION OF THE CONTRACTOR**

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

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 President of India

Signature of the authorized official  
 Name of the Contractor

Signature of the authorized official  
 Name of the official

Stamp / Seal of the Contractor

Stamp / Seal

**SIGNED, SEALED AND DELIVERED**

By the said

By the Said

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

On behalf of the Contractor in the Presence of: On behalf of the President of India in the presence of:

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

**Form E**

**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 MoHFW, representing us in all matters before MoHFW, and generally dealing with MoHFW in all matters in connection with our proposal for the said Project.

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

Signature:

(Authorized Signature)



**Form K**

**AFFIDAVIT**

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

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

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

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

-----

Signed by the Authorized officer of the firm

**FORM 'T-1'**

**FINANCIAL INFORMATION**

1. **Financial Analysis**-Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income tax Department (Copies to be attached) and duly certified by the Chartered Accountant mentioning the membership number issued by ICAI along with full address.
  - i) **Gross Annual Turnover on Horticulture & Landscaping works** for last five years ending 31.03.2014
  - ii) **Profit / Loss** for last three years ending 31.03.2014

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

Signature of Chartered  
Accountant with Seal

Signature of Applicant.

**FORM 'T-1 B'****FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK**

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

(Signature)

For the Bank

NOTE:-

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

**FORM - 'T - 2'**

**DETAILS OF WORKS OF SIMILAR NATURE COMPLETED**  
**DURING THE LAST THREE YEARS ENDING LAST DAY OF THE MONTH**  
**PREVIOUS TO THE ONE IN WHICH THE BIDS ARE INVITED**

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

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

Signature of Applicant

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

Sl. No.	Name of Work/ Project & location	Owner of sponsoring Organization	Cost of Work	Date of Commencement As per contract	Stipulated Date of completion	Up-to-date 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

**FORM 'T - 4'****PERFORMANCE REPORT OF WORKS from Owner/Sponsoring organization/ Department REFERRED TO IN FORM "T-2" TO "T-3"**

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

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

Signatures of

Authorized Signatory  
Official Seal of owner/sponsoring organization/ Department

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

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

Signature of Applicant

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

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

## FORM 'T - 7'

**DETAILS OF CONSTRUCTION PLANT AND EQUIPMENT OWNED & LIKELY TO BE USED IN CARRYING OUT THE WORK(Not Applicable)**

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

<b>Equipment for building work</b> 1. Block making machine 2. Bar bending machine 3. Bar cutting machine 4. Welding generators 5. Welding transformers 6. Cube testing machines 7. M.S. Pipes 8. Steel Shuttering									
<b>Equipment for transportation :</b> 1. Tippers 2. Trucks									
<b>Pneumatic equipment :</b> 1. Air compressors (diesel)									
<b>Dewatering equipment</b> 1. Pump (diesel) 2. Pump (electric)									
<b>Power equipment :</b> 1. Diesel generators									
<b>Any other equipment/s :            Like crane, tower lifts etc</b>									

(Signature of Bidder)

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

<b>Attributes</b>		<b>Evaluation</b>
(a) <b>Financial strength</b>	<b>(20 marks)</b>	60% marks for minimum eligibility criteria
(i) Average annual Turnover	16 marks	100% marks for twice the minimum eligibility criteria or more
(ii) Solvency Certificate	4 marks	In between (i) & (ii) – on pro-rata basis
(b) <b>Experience in similar Class of works</b>	<b>(25 marks)</b>	60% marks for minimum eligibility criteria
		100% marks for twice the minimum eligibility criteria or more
		In between (i) & (ii) – on pro-rata basis
(c) <b>Performance on works (time over run)</b>	<b>(25 marks)</b>	
Parameter	Calculation For points	Score
If TOR =		1.0 1.50 2.00 >2.50
(I) Without levy of compensation		25 20 15 10
(II) With levy of compensation		25 10 0 -5
(III) Levy of compensation not decided		25 15 0 0
		Maximum Marks
		25
TOR = AT/ST, where AT= Actual Time; ST=Stipulated Time.		
Note: Marks for value in between the stages indicated above is to be determined by straight line variation basis.		
(d) <b>Performance of works (Quality)</b>	<b>(15 marks)</b>	
Very Good		15
Good		10
Fair		5
Poor		0
(e) <b>Personnel and Establishment</b>	<b>(Max. 15 marks)</b>	
(i) Graduate Engineer with 20 years experience		1 marks for each max 6 marks
(ii) Graduate Engineer with 15 years experience		0.75 marks for each max 6 marks
(iii) Graduate Engineer with 10 years experience		1/2 marks for each max 3 mark

Note: Above marking system for plants and equipments may be modified suitably by NIT approving authority depending upon type of plants and equipments required for the work.

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

(a) Financial strength (Form 'A' & 'B') –	Maximum 20 marks
(b) Experience in similar nature of work during last five years (Form 'C')	Maximum 25 marks
(c) Performance on works (Form 'E') – Time over run	Maximum 25 marks
(d) Performance on works (Form 'E') – Quality	Maximum 15 marks
(e) Personnel and Establishment (Form "F" & "G")	Maximum 15 marks
<b>Total -</b>	<b>100 marks</b>