



**UNDER
Ministry of Health & Family Welfare
(GOVERNMENT OF INDIA)**

Bid no. : NIB/ID/GMSD- Guwahati/2012-13/04(c)

**Tender For
Upgradation of Cold Chain Facilities in the Government Medical Store
Depots at Guwahati.**

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

Volume – I (Notice Inviting Tender & Instructions to Tenderers)

Volume – II (General Conditions of Contract)

Volume – III (Special conditions of Contract)

Volume – IV (Financial Bid & BOQ)



December, 2012

**HLL Lifecare Limited
B – 14A, Sector – 62,
NOIDA – 201307 (U.P)
Phone no:0120-4071500, Fax no.0120-4071627**



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Bid no. : NIB/ID/GMSD- Guwahati/2012-13/04(c)

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Volume – I (Notice Inviting Tender & Instructions to Tenderers)



December, 2012

**HLL Lifecare Limited
B – 14A, Sector – 62,
NOIDA – 201307 (U.P)**

HLL LIFECARE LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

Item Rate (Price BID) Tender & Contract for Works

Tender for the work of 'Up-gradation of Cold Chain Facilities at GMSD at Guwahati. Tenders are to be submitted & opened as per details given below at following addresses:-

S.No.	GMSD	Date & Time of submission of tenders	Office where tenders are to be submitted	Date of opening of tenders	Office where tenders are to be opened
1	Guwahati	15:00 hours on 08.01.2013	Dy. Manager (F), HLL Lifecare Ltd. Krishna Building, Suite No. 901, AJC Bose Road, Kolkota-700017	15:30 hours on 15.01.2013	AVP (IDN), HLL Lifecare Limited, B-14-A, Sector-62, Noida-201307

1. Issued

To: _____ For GMSD at Guwahati

(Contractor)

Signature of officer issuing the Documents _____

Designation _____

Date of Issue _____.

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NOTICE INVITING TENDER

Bid no. : NIB/ID/GMSD-Guwahati/2012-13/04(c)

HLL LIFECARE LIMITED
(A GOVT. OF INDIA ENTERPRISES)

Sealed Item Rate Bids are invited from eligible Contractors/Firms for Up-gradation of Cold Chain Facilities at GMSD Guwahati. The eligibility criteria and other details with complete set of bid documents are available at our website www.lifecarehll.com & CPP Portal. The bid documents can be purchased from the office of HLL Lifecare Ltd with a written request on any working days from **18.12.2012** to **31.12.2012** up to **04.00 P.M..** Last date & time of submission of bids is **08.01.2013** at 03.00 P.M. Prospective bidders are advised to regularly browse the website for any Corrigendum/ Amendments, if any, issued subsequently. No separate advertisement will be published in this regard.

For & on behalf of MoHFW, GOI.

AVP (ID)
HLL Lifecare Limited

DISCLAIMER

This document has been prepared by HLL, the In-house Consultant, 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 Cold Chain Facilities at GMSD's Guwahati.

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 HLL Lifecare Ltd. / MoH&FW 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, HLL Lifecare Ltd. / MOH&FW do 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.

HLL Lifecare Ltd. / MOH&FW 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 HLL Lifecare Ltd. / MoH&FW to the prospective Tenderer or downloaded by him/them from web site of HLL/CPP Portal.
3. **“Bid Security/ Earnest Money”** shall mean the amount to be deposited by the Tenderer with the Tender.
4. **“Bid Validity”** shall mean the period for which the Bids shall remain valid.
5. **“Bidder/Tenderer”** shall mean the party participating in the Tendering process pursuant to and in accordance with the terms of this document.
6. **“Contract Agreement”** shall mean the agreement to be signed between the Successful Tenderer and the competent authority on behalf of MoH&FW/ their authorized representative.
7. **“Contract Price”** shall mean the financial bid of the Successful Tenderer as accepted by the Client.
8. **“Client”** means MoH&FW or their nominee / assignee
9. **“Date of commencement of work”** shall mean the date of Start as specified in the Schedule “F” or the date of handing over of the site, whichever is later in accordance with the phasing if any, as indicated in the tender document.
10. **“Defects Liability Period/ Maintenance Period”** means the period after completion of the Project during which the client or his authorized representative / Engineer-in –charge that will notify to the Contractor any defect noticed in the work and the Contractor is liable for rectification of such defects. Proof of dispatch of letter notifying the defect/ intimating the representative of Contractor at site on the last date of Defect liability period will make the Contractor liable for rectify all such defects.

11. **Engineer in Charge (EIC)** means the authorized representative nominated by **HLL Lifecare Ltd./ MoH&FW**.
12. **“Evaluation Committee”** shall mean the committee constituted by HLL Lifecare Ltd. / MoH&FW for the evaluation of the bids.
13. **“HLL”** shall mean HLL Lifecare Limited appointed by MOH&FW as an in-house Consultant for the project.
14. **“Letter of Award”** shall mean the letter issued by the Client to the Successful Tenderer inviting him to sign the Contract Agreement.
15. **“MoH&FW”** shall mean Ministry of Health & Family Welfare, Government of India.
16. **“Performance Security/Guarantee”** shall mean the amount to be paid by the Successful Tenderer as per relevant clause mentioned else where.
17. **“Processing Fee”** shall mean the amount to be paid by the Tenderers in consideration of cost of bid document.
18. **“Project”** Up gradation of Cold Chain Facilities at Six GMSD sites.
19. **“Site”** shall mean the place where the works under the Project are to be carried out and the details of which are provided in this document.
20. **“Successful Tenderer”** shall mean the Tenderer declared technically and financially successful for the Project and with whom, the Contract Agreement shall be signed.
21. **“Similar Works”** as defined in qualifying criteria.
22. GMSD means Govt. Medical Store Depots.

NOTICE INVITING TENDER

HLL Lifecare LTD
B-14A, Sector 62, NOIDA.

Up- Gradation of Cold Chain Facilities at GMSD, GUWAHATI.

1. 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 **Upgradation of Six GMSD Cold Chain Facilities at GUWAHATI.**

- 1.1 The work is estimated to cost as given in Table - I.2 This estimate, however, is merely a rough guide.

1.2 TABLE – I

S. No.	Name of Work	Estimated cost (Rs. In Lakhs)	Period of Completion	Earnest Money (Rs.)	Cost of Tender (Rs.)
Schedule-III	Upgradation GMSD- GUWAHATI	43.87	6- Months	Rs 88000/-	Rs.1000/-

- 1.1.3. Tenders will be issued to all intended Tenderers.

IMPORTANT INFORMATION: TABLE-II

1	Bid Document Processing Fee (non-refundable)	Rs.1000/- by cash/ demand draft in favour of HLL Lifecare Limited, payable at New Delhi
2	Bid Security (EMD)	As per detail in Table-I
3	Bid Validity	120 days from the date of opening of tenders.
4	Issue of bid documents	18.12.2012 to 31.12.2012 (from 10:A.M. to 04:P.M)
5	Address of Communication: Sale & Receipt of bid documents	Dy. Manager (F), HLL Lifecare Ltd. Krishna Building, Suite No. 901, AJC Bose Road, Kolkata-700017

	Opening of Bids	AVP (IDN), HLL Lifecare Limited, B-14-A, Sector-62, Noida-201307
6	Last date for seeking clarifications/ queries from respective HLL Lifecare Ltd. offices	01.01.2013
7	Date of issue of Addendum	04.01.2013
8	Date & time of submission for complete bid	08.01.2013 up to 03.00 p.m.
9	Date & time for opening of technical bids	15.01.2013 at 03:30 p.m.
10	Date & time of opening of financial bids	To be notified to technically successful bidders

Eligibility Criteria

- (a) The tenderers must be in existence as a constructing firm at least for last 3 years ending on last day of the month previous to one in which application is invited.

Experience should be in the name of the tendering company and not in subsidiary/ associate company/group company.

- (b) Experience of having successfully completed works during the last 3 years ending last day of the month previous to the one in which applications are invited:-

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

Or

Two similar completed works each costing not less than the amount equal to 50% of the estimated cost put to tender.

Or

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

- (c) “**Similar Works**” shall mean civil, electrical and allied works including interior works in Govt. / Private Sector/Public Sector organization.
- (d) JV/ Consortium are not permitted.
- (e) The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to the last date of receipt of applications for tender.
- (f) **Turnover**: Average annual financial turnover on construction works should be at least 30 % of the estimated cost during the immediate last three consecutive financial years.

- (g) **Profit / Loss:** The Company should have positive Net Worth and should have not occurred loss during last three financial years ending 2009-10 duly certified by the Chartered Accountant.
- (h) **Solvency Certificate:** Solvency of the amount equal to 40% of the estimated cost of the work.

The bidding Capacity of the tenderer shall be calculated and tenderers multiple tender can only be considered on this capacity. In case tenderer is L1 in more than one site, the decision of Client for allotment of site will be final and binding.

- 1.5 The time allowed for carrying out the work will be as mentioned in Table of Mile Stone(s)(Table –I) 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 Applications for issue of tenders shall be received by 31.12.2012 (3 PM) and tender documents shall be issued by 31.12.2012 (4PM).
- 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 the Dy. Manager (F), HLL Lifecare Ltd. Krishna Building, Suite No. 901, AJC Bose Road, Kolkota-700017, from and between 10 A.M. & 04.00 P.M. from 18.12.2012 every day except Saturday, Sunday and Public Holidays. **Tenderer may also download the tender documents from the web site www.lifecarehll.com or CPP Portal** and submit its tender by utilizing the downloaded document, along with the required non-refundable fee Rs 1000/- for each schedule in the form of account payee Demand Draft/Pay Order/Cashier’s Cheque/Banker’s Cheque, drawn on a scheduled bank in India, in favour of “HLL Lifecare Limited ” payable at New Delhi.
- 1.8 Tenderers shall be accompanied with Earnest money in shape of demand draft of a scheduled bank issued in favour of HLL Lifecare Ltd., having validity for six months or more from the last date of receipt of tenders.
- 1.9 The tender and the earnest money shall be placed in separate sealed envelopes, each marked “Tender” and “Earnest Money” respectively. Both the 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 03.00p.m. on 08.01.2013 and will be opened in the office of AVP (IDN), HLL Lifecare Limited, B-14-A, Sector-62, Noida-201307 by him or his authorized representative in his office on the 15.01.2013. The envelope marked “Tender” of only those tenderer shall be opened, whose earnest money, placed in the other envelope, is found to be in order.

- 1.10** The Contractor, whose tender is accepted, will be required to furnish performance guarantee 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of Deposit at call receipt of any scheduled bank / Banker's cheque of any scheduled bank / Demand Draft of any scheduled bank / or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.
- 1.11** 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.
- 1.12** **Evaluation of performance :**
Evaluation of the past performance of contractors for eligibility shall be done by Client. If required, the works executed by the bidders who otherwise qualify may be got inspected by a committee or any other authority as decided by Client.
- 1.13** The description of the work is as follows: - The work involved is Upgradation of Cold Chain Facilities at GMSD's Guwahati. Location of all the GMSDs is given below:
- GMSD Guwahati:** A.K.Azad Road, P.O. Gopinath Nagar, Guwahati (Assam)
- Further details can be seen at web site of HLL Lifecare Ltd. www.lifecarehll.com or CPP Portal.
- 1.14** Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as nature of work (Mostly Interior Renovation Work) in existing Buildings, nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at its own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
- 1.15** The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders

- in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
- 1.16** 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.
- 1.17** The competent authority on behalf of President of India 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.
- 1.18** 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 two years 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.
- 1.19** 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 Government 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.
- 1.20** This is a Time Bound Project and no time over run is acceptable. Only bidders who can deliver project in time only need to apply.
- 1.21** **Disincentive:-**
Likewise for delays upto 1 month, the penalty may be 1% per month. For delays thereafter (max 3 months), the penalty shall be 2% per month, subject to a maximum limit of 6%. After that the contract will be terminated and it will be done at your risk and cost.
- 1.22** The work includes a number of specialized Electrical/ Mechanical Engineering services to be executed as integral parts of the project by engaging specialized agencies as provided for in CPWD works Manual 2010.
- Some of the Specialized Services are:-**
Internal Electrification
Fire Protection System
Air Conditioning
- 1.23** The tender must associate with himself agencies of the appropriate class as per CPWD norms eligible to tender for other components individually.

1.24 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 :-

- i) Letter of Award
 - ii) FORM – A Form of Bid
 - iii) Bid Document and its enclosure.
- a) The notice inviting tender, all the documents including General Conditions of the Contract, Special Conditions of Contract, Specifications, Bill of Quantities and drawings, if any, is forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

1.25 IMPORTANT POINTS

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

Bid document consists of:

1.26.1 Volume – I (NIT & ITT)

1.26.2 Volume – II (General Conditions of Contract)

1.26.3 Volume – III (Special Conditions of Contract)

1.26.4 Volume – IV (Financial bid)

1.26.5 Volume – V Tender Drawings

1.27 The Tenderers shall submit their Tenders in two parts i.e. TECHNICAL BID and FINANCIAL BID in two separate sealed envelopes. Technical bid shall be in two separate envelopes – Envelope-I consisting of information/ Details of the tenderer including Earnest Money in a separate sealed envelope & Envelope-II consisting of Technical Bid. Each envelop will be marked in bold letters indicating its contents. All these envelopes with Earnest Money envelop will be kept in another sealed enveloped duly marked. Tender for work of ” due for opening onathours. The documents forming part of Technical bid and Financial bid has been explained in clause 2.3.6 & 2.3.7 of instruction to tenderer here-in-after.

1.28 HLL Lifecare Ltd. / MoH&FW reserves the right to accept or reject any or all the tenders without assigning any reason, No Bidder shall have any cause of action or claim against the HLL Lifecare Ltd/ Mo H &FW for rejection of his tender.

For and on behalf of Ministry of Health & Family Welfare, GOI

**AVP(ID)
HLL Lifecare Limited
B-14A, Sector-62, Noida-201307**

SECTION-II **INSTRUCTIONS TO TENDERERS (ITT)**

2.0 Introduction:

HLL Lifecare Limited (HLL) (A Mini Ratna Central Public Sector Company) having its Registered & Corporate Office at LATEX BHAWAN, Poojaupra Thiruvananthapuram-695012, Kerala, India have been engaged by Ministry of health & Family Welfare consultant for up-gradation of cold chain facilities at **GMSD Guwahati** under routine immunization programme". HLL, through its Procurement & Consultancy Services Division (P&CD) located at B-14A, Sector-62, Noida, Uttar Pradesh, undertakes this assignment.

2.1 Eligibility Criteria: As per Notice inviting tender

2.2 Disqualification:

Even if a Contractor meets the eligibility criteria as referred above, **HLL LIFECARE LTD. / MOH&FW** may, at their discretion and at any stage during the selection process or execution of the Project, order disqualification of the contractor if the Contractor has:

- 2.2.1** Made misleading or false representations in the forms, statements and attachments submitted; or
- 2.2.2** The Contractor has been blacklisted by any statutory government agency /State or Central Govt / PSU / Autonomous Corporation etc even after bids have been opened.

2.3 BID Documents:

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 HLL Lifecare Ltd. / MOH&FW for the purpose.

2.3.1 Amendment to BID Document

- 2.3.2** At any time prior to the deadline for the submission of Bids, Office of HLL Lifecare Ltd. may, for any reason, whether at its own initiative or in response to a clarification or query raised by prospective Bidders seven days before the opening of bid, modify the BID by an amendment.

- 2.3.3** The said amendment in the form of the addendum/ corrigendum will be sent to all prospective Bidders to whom, the BID has been sent 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 HLL LIFECARE LTD. / MOH&FW and HLL Lifecare. The Bidders are strongly advised to regularly visit these websites to ensure that they are aware of the amendments. The addendum (s) issued will form part of the BID documents

- 2.3.4** In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the HLL may, at its discretion, extend the deadline for the submission of Bids.

- i. The above information will be placed on HLL Lifecare Ltd. / MoH&FW's website and it will be the responsibility of the bidders to read.
- ii. Preparation of Bid:
- a) Bidder's responsibility:
- iii. The Bidder is solely responsible for the details of his Bid and the preparation of Bids.
- iv. The Bidder is expected to examine carefully all the contents of BID document as mentioned in Notice Inviting Bids including instructions, conditions, forms, terms, etc and take them fully into account before submitting his offer. Bids, which do not satisfy all the requirements, as detailed in these documents, are liable to be rejected as being unresponsive.
- v. 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.

1. 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 may consider necessary for preparing the Bid and entering into a Contract with the Client, including availability of electricity, water and drainage, where applicable.

HLL Lifecare Ltd. / MOH&FW shall not be liable for such costs, regardless the outcome of the selection process.

2. 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. Alternatives will not be considered.

2.3.7 Contents of Technical Package:

The techno-commercial 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 :

- ii. Form of Bid and Appendix (**Form A**) for the Bid
- iii. Checklist for the enclosed documents as per the format attached (**Annexure I**)
- iv. Bid Security, in original, in a separate envelope, sealed and duly marked "Bid Security" as per the format attached (**Form B**),
- v. Format for Performance Security Bank Guarantee (**Form C**)
- vi. Format for Contract Agreement (**Form D**)
- vii. Power of attorney (**Form E**) in favour of the person signing the Bid
- viii. Initialed BID document, as listed in Notice Inviting Bids

ix. Litigation History (**Form G**)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 of award**)
- v) Form "T-4" (**Performance Report of Works**)
- vi) Form "T-5" (**Structure and Organization**)
- vii) Form "T-6" (**Details of Technical & Administrative personnel**)
- viii) Form "T-7" (**Details of Construction Plant for carrying out the work**)

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

II. Language of Bid

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

III. Currency of Bid

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

IV. EMD/Bid Security

- a.** The Bidder shall enclose EMD with their Bid for an amount, as mentioned in Notice Inviting Bids. The earnest money shall be furnished in one of the following forms:

- i) Account Payee Demand Draft
- ii) Banker's cheque and
- iii) Bank Guarantee &
- iv) FDR duly pledged in favour of the Purchaser

- b.** 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 demand draft or banker's cheque shall be drawn on any commercial bank in India in favour of the "HLL Lifecare Limited" payable at place mentioned in Table-II. and shall be submitted in a separate envelope super scribed "Bid Security for setting Upgradation of Cold Chain Facilities at GMSD's at Guwahati.
- c.** Bids not accompanied by EMD, shall be treated as non-responsive, and will be summarily rejected by the HLL LIFECARE LTD. / MOH&FW.
- d.** The Bid securities of unsuccessful Bidders shall be discharged/ returned by HLL LIFECARE LTD. / MOH&FW in not later than 30 days after the expiration of the period of Bid Validity.
- e.** The Bid Security of the Successful Bidder shall be returned upon the Bidder executing the Contract Agreement and submitting the required Performance Security.

- f. The Bid Security shall be forfeited if a bidder withdraws his bid during the period of bid validity or in the case of the successful bidder, if he fails to furnish the necessary performance security or enter into the Contract within the specified time limit.

V. **Extension of Bid Validity**

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

VI. **Format and Signing of Bid**

- a. Bid documents (technical package/ bid Part I and II and financial package/ bid) shall be stamped and signed on all pages by a person duly authorized to sign the Bid documents. The Bidder shall also submit a power of attorney authorizing the person signing the documents as per CL **2.3.7**
- 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 HLL LIFECARE LTD. / MOH&FW/HLL, or as necessary to correct errors made by the Bidder. All amendments/corrections shall be initialed by the person or persons signing the Bid.
- d. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

VII. **Sealing and Marking of Bids**

The Bidder shall follow the procedure as indicated below:

- a. Each Bid will be submitted in two sets one marked “Original” **and** the other marked “Copy” (Copy should be the photocopy of ‘original’).
- b. 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 AVP, (ID) HLL Lifecare Ltd, duly super scribing on top “Bid for ----- and date and time of opening of the Bid_____”,. The envelope should also bear the name and address of the Bidder.

VIII. **Submission of Bids**

Dy. Manager (F), HLL Lifecare Ltd. Krishna Building, Suite No. 901, AJC Bose Road, Kolkata-700017.

Opening of Bids

AVP (IDN) HLL Lifecare Limited B-14-A, Sector -62, Noida- 201307

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

- a. Bids shall be submitted by hand or through registered post or courier service at the address mentioned above. HLL LIFECARE LTD. / MOH&FW shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of the Bid in time.
- b. 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.

c. Modifications/ Substitution/ Withdrawal of Bids

- i. No modification or substitution of the submitted Bid shall be allowed.
- ii. A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by HLL LIFECARE LTD. / MOH&FW 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.
- iii. 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.

d. Bid Due Date

- i. Bids should be received in the office of the AVP (ID), at the address mentioned in this document, on or before the stipulated/extended time and date as specified in Notice Inviting Bids.
- ii. HLL LIFECARE LTD. / MOH&FW may, in exceptional circumstances, and at its sole discretion, extend the Bid due date by issuing an addendum.

e. Late Bids

Any Bid received in office of the AVP (ID), HLL Lifecare Ltd. at the address mentioned above (refer clause VIII) after the deadline prescribed for submission of Bids in Notice Inviting Bids/extended date as the case may be, herein will not be considered and will be returned unopened to the Bidder.

2.3.9 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 HLL LIFECARE LTD. / MOH&FW 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.

2.3.10 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. The technical package of the Bids will only be opened. They 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. The Bidders name, the presence or absence of the requisite Bid Processing Fee, Bid Security and any other details as HLL LIFECARE LTD. / MOH&FW or their authorized representative, may consider appropriate will be announced at the time of Bid opening.
- vii. The financial bid of all responsive Bids will be opened after assessing the techno-commercial responsiveness of all the bids.

2.3.11 **Determination of Responsiveness**

- i) Prior to the detailed evaluation of Bids, HLL LIFECARE LTD. / MOH&FW will determine whether each Bid is responsive to the requirements of BID
- 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 the BID
 - d. Contains information in formats same/similar as those specified in this BID
 - e. Mentions the validity period of the offer
 - f. Is accompanied by the Bid Processing Fee (in case not paid in Cash/DD in advance).
 - g. Is accompanied by the Bid Security/ EMD,
 - h. Conforms to all the terms, conditions and specifications of BID without material deviation or reservation. "Deviation" may include exceptions and exclusions. A material deviation or reservation is one which affects, in any substantial way, the scope, quality, performance or administration of the works to be undertaken by the Bidder under the Contract, or which limits in any substantial way, Client's rights or the Bidder's obligations under the Contract as provided for in BID and/ or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price.
 - i. The validity of the EMD is not as per TE.
 - j. The bid validity is short and not as per tender enquiry document.
- iii) If a Bid is not substantially responsive to the requirements of BID, it will be rejected by HLL LIFECARE LTD. / MOH&FW. The decision of the HLL LIFECARE LTD. / MOH&FW in this regard shall be final and binding. The financial Packages of non-responsive Bidders shall be returned unopened.

2.3.12 **Evaluation of Bids**

- a. HLL LIFECARE LTD. / MOH&FW would subsequently examine and evaluate responsive Bids, as per the criteria set out in this document. Form "T-8"
- b. HLL LIFECARE LTD. / MOH&FW reserves the right to reject any Bid if:
 - i. At any time, a material misrepresentation is made or uncovered;

Or

 - ii. The Bidder does not respond within the stipulated time to requests for supplemental information/ clarifications required for the evaluation of the Bid.
 - iii. It is found that the information provided is not true or incorrect or facts/ material for the evaluation have been suppressed.

2.3.13 **Clarification of Bids**

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

2.3.14 Process to be Confidential

- i. Except the public opening of the Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.
- ii. Any effort by a Bidder to influence HLL LIFECARE LTD. / MOH&FW 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.

2.3.15 Award of Contract

a. Award Criteria

HLL LIFECARE LTD. / MOH&FW 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 BID and terms and conditions set out in this BID document.

b. Notification of Award

- i. Prior to the expiry of the period of Bid Validity, HLL LIFECARE LTD. / MOH&FW 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 HLL LIFECARE LTD. / MOH&FW will pay to the Contractor in consideration of the completion and guarantee of the work to be performed by them, as prescribed therein (hereinafter and in the conditions of Contract called 'the Contract Price'). No correspondence will be entertained by HLL LIFECARE LTD. / MOH&FW from the unsuccessful Bidders.
- ii. The Letter of Award shall constitute a part of the Contract.
- iii. Upon submission of Performance Security by the Successful Bidder, HLL LIFECARE LTD. / MOH&FW will promptly notify the other Bidders and discharge / return their Bid securities.

c. Signing of Agreement

- i. HLL shall prepare the Contract Agreement in the Performa (Form D) included in this document, duly incorporating all the terms of agreement between the two parties. Within 30 days from the date of issue of the Letter of Award the Successful Bidder will be required to execute the Contract Agreement.
- ii. Prior to the signing of the Contract Agreement, the Successful Bidder shall submit Performance Security
- iii. The Contract Agreement should be duly signed by HLL LIFECARE LTD. / MOH&FW 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, HLL LIFECARE LTD. / MOH&FW reserves the right to cancel the selection 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 manner that it may deem fit.

d. Performance Security

- i. The Successful Bidder shall furnish to HLL LIFECARE LTD. / MOH&FW 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

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 Client.
- ii. The Contractor shall be responsible for observance, by all sub-contractors, of all the provisions of the Contract Agreement. The Contractor shall be

responsible for the acts or defaults of any sub-contractor, his representatives or employees, as fully as if they were the acts or defaults of the Successful Bidder, his representatives or employees. The Contractor shall provide to the Engineer, the details of all the sub contracts including terms and conditions of the contracts. The Contractor shall be solely responsible for the performance of the sub contractor and for making payments to the sub-contractor.

f. Defects Liability Period

- i. The Defects Liability Period shall be up to 12 months from the date of issue of taking over certificate.
- ii. The Contractor shall, at its own risk and cost, make good, any defects, complete any left over work as required by the Client 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 HLL LIFECARE LTD. / MOH&FW and HLL LIFECARE LTD. / MOH&FW 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 HLL LIFECARE LTD. / MOH&FW 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 HLL LIFECARE LTD. / MOH&FW to give effect to and secure the above mentioned rights of HLL LIFECARE LTD. / MOH&FW in the Works. For the purpose of this clause, the term “Works” shall include all “works” covered by the copyright Act 1957 including the design of the housing complex and all plans, sketches, design or artistic works created by the Contractor at the inception of, during the course of and until the completion of the Project and also includes any work created directly or indirectly in the performance of the obligations of the Contractor in connection with the Project.
- ii. The Contractor shall not use or allow any one to use these drawings, designs, documents and software without the prior written permission of 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 Bidders to the HLL LIFECARE LTD. / MOH&FW 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 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 and suitably modify the design and submit the same to the Client for approval.

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

- a. Notwithstanding anything above, HLL LIFECARE LTD. / MOH&FW 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. HLL LIFECARE LTD. / MOH&FW 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, HLL LIFECARE LTD. / MOH&FW shall notify all the Bidders within 7 days of such decision. HLL LIFECARE LTD. / MOH&FW shall also promptly return the Bid Security submitted by the Bidders within 15 days of issue of such notice. HLL LIFECARE LTD. / MOH&FW is not obligated to provide any reason or clarification to any Bidder on this account. HLL LIFECARE LTD. / MOH&FW'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.
- j. All amendments/ addendum shall be made available at Ministry's / HLL's Web site. It will be the responsibility of the bidder to see the web site regularly for updates.

SECTION-III

SCOPE OF WORK

3. Project has been conceived in different Packages such as:-

Schedule 1 – UP-Gradation of GMSD KARNAL

Schedule 2 – UP-Gradation of GMSD-KOLKATA

Schedule 3 – UP-Gradation of GMSD-GUWAHATI

Schedule 4 – UP-Gradation of GMSD-HYDERABAD

Schedule 5 – UP-Gradation of GMSD-CHENNAI

Schedule 6 – UP-Gradation of GMSD-MUMBAI

Details of works are as per Volume (IV) BOQ & Volume (V) tender drawings.

Brief scope of work:

GMSD Guwahati:-

1. Packaging area
2. WIC
3. WIF
4. Control Room
5. Loading and unloading bay
6. Electrical Room
7. Dry Storage
8. Changing room
9. Covered Verandah

Civil Works

Followings works are to be carried out at this GMSD as per drawings and as per requirement and as directed by Engineer-in-Charge:

- Vitrified tiles are to be re-laid in WIC/ WIF room, Incharge room, control room and in the remaining areas Kota stone flooring.
- Chequered terrazzo tiles to be used in ramp & area in b/w of planters & wall.
- Ceramic glazed wall tiles for internal whole area.
- Internal partitions of brickwork.
- Finishing with plaster and painting to be carried out as per BOQ.
- Aluminium door and windows with all fixtures.

- Interior and exterior grade metallic false ceiling.
- Structural steel Canopy with Galvalume sheeting.
- Paver blocks are to be laid in front entrance and concrete pavement for internal road/ pathways as per requirement

Internal Electrification Works

Work pertaining to Internal electrification works includes: Point wiring, energy efficient light fixtures, fan points (ceiling/ exhaust), Circuit Wiring from dedicated DB to switch board, Providing 6 Amp, 16 Amp & 20 Amp (Industrial) Sockets for meeting power requirements, SITC of telephone outlets & computer points complete with all accessories, Earthing, SITC of Electrical Panel / DB & required MCCBs / MCBs / RCCBs for lighting & power circuits.

To dissipate heat generated by Walk in Freezers & Walk in Coolers which are used to store Vaccines / Sera, proper ventilation is required. To ensure this, heavy duty exhaust fans of 380mm dia. & 1400 RPM is proposed.

Fire Fighting & Fire Detection System

Work related to Fire Fighting & Fire Detection System includes:

4 zone 4 pipe Aspirating type Smoke detection System complete in all respect is proposed.

ABC-HFC-236 type 4kg Fire extinguishers are proposed to be provided which can be used in Class A / B/ C type of Fires. i.e.; they can be used in the Fires caused by Ordinary Combustible Material / Combustible Liquid / Electrically Energised Equipment.

AC System:

Work related to AC System: It has been proposed to provide Energy efficient 1.5 Tonne & 2 Tonne high wall Split AC with voltage regulator complete in all respect in key locations..

4. Approvals Required

The Contractor shall obtain all necessary approvals from Municipal and other local bodies including Municipal bodies, Water supply agencies concerned, Electric Supply and inspectorate. Agencies concerned, Police and Security Agencies, Chief Controller of Explosives, Fire Department, Civil Aviation Department, concerned in accordance to prevailing rules, Building Bye-Laws etc., as the case may be with related to Construction/Completion. All expenditure on this account will be borne by the contractor.

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

1.1 Construction Permit if required

2.2 NOC from Chief Fire Officer

SECTION IV **EVALUATION PROCESS**

4.1 Evaluation Process:

The Bids will be evaluated in the following stages:

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

4.2 Stage I-Technical Evaluation

4.2.1 Technical Bids shall be evaluated as per criteria mentioned

4.2.2 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.

4.2.3 The financial Bids of Bidders whose technical Bids are found unacceptable shall be returned unopened

4.2.4 HLL LIFECARE LTD. / MOH&FW shall notify all the technically qualified Bidders of their technical qualification indicating the date, time and venue for opening of financial Bids.

4.3 Stage II-Financial Evaluation

- i. Evaluation Committee shall open the financial Bid of the technically qualified Bidders in the presence of the Bidders/their authorized representative, who choose to attend, at the scheduled date and time.
- ii. On opening the financial Bids, the Evaluation Committee shall read out the financial Bid to all the Bidders and note the same.
- iii. The Evaluation Committee shall correct arithmetic errors, if any and sign the same. If any discrepancy is found between the amount in figures and the amount in words, the amount in words shall prevail.
- iv. All the financial Bids shall then be ranked according to the financial Bid in increasing order with the Bidder quoting the least amount ranked L1, Bidder quoting next higher figure as L2 and so on.
- v. L1 will be declared as Successful Bidder and his offer will be processed further.

4.4 Letter of Award:

The Successful Bidder would be notified in writing by HLL LIFECARE LTD. / MOH&FW by issuing the Letter of Award (LOA) in favour of the Bidder.

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

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 with validity as per TE (Form B) in separate sealed envelope	(Original & Copy)	
3.	Power of attorney for individuals signing on behalf of Bidders (Form E)	(Original & Copy)	
4.	Initialled BID documents	(Original)	
5.	Bid validity indicated as per TE	(Original & Copy)	

TECHNICAL PACKAGE - Part 2

1.	Form "T-1" (Financial Information)		
2.	Form "T-2" (Details of works..... as on 31 July 2009)		
3.	Form "T-3" (Project under execution of award)		
4.	Form "T-4" (Performance Report of Works)		
5.	Form "T-5" (Structure and Organization)		
6.	Form "T-6" (Details of Technical & Administrative personnel)		
7.	Form "T-7" (Details of Construction Plant for carrying out the work)		
8.	Form T-8 Criteria for Evaluation of Performance		

FINANCIAL PACKAGE COMPRISING OF:

1.	Financial bid in separate sealed cover		
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Form -A- Form of Bid and Appendix

FORM OF BID

Name of the Work : Upgradation of Cold Chain Facility at GMSD Guwahati

To

**Ministry of Health and Family Welfare
Nirman Bhavan, New Delhi-110011**

Sub: Submission of Proposal

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

- i. We acknowledge that the Appendix forms an integral part of the Bid.
- ii. 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 HLL LIFECARE LTD. / MOH&FW responsible on any account in this regard.
- iii. We undertake, if our Bid is accepted, to commence the works within the stipulated time and to complete the whole of the works comprised in the Contract within the stipulated time calculated from the start date
- iv. 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.
- v. 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.
- vi. Our Bid is valid for your acceptance for a period of 120 days from the last date of submission of the Bid as per the BID or any extension thereto.
- vii. We agree to the General Conditions of Contract and Special Conditions of Contract and the terms and conditions mentioned in the BID.
- viii. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the Bid price does not include any such amount. We acknowledge the right of HLL LIFECARE LTD. / MOH&FW, if it finds anything to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
- ix. We understand that you are not bound to accept the lowest or any Bid you may receive.
- x. If our Bid is accepted we understand that we are to be held solely responsible for the due performance of the Contract.
- xi. We enclose;

All documents as per the checklist

Bank guarantee for Rs _____ (Rupees _____ only) issued by
 _____ (name of the bank) valid until _____ towards EMD.

Note:

- i. 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.....**2012**

Signature

Name..... in the capacity of

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

Address

.....

.....

Witness – Signature

Name

Address

.....

.....

Form A

Appendix

APPENDIX TO THE FORM OF BID

i.	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 5% to be retained from the running bills as security deposit.
ii	Date for commencement of work	15 days from letter of award or 30 days after handing over of site which ever is later.
iii	Time for completion	According to Table – I at Page No. 5 (NIT)
iv.	Amount of liquidated damages in case of extension of completion date due to delays by the Contractor	As Given in G.C.C.
v.	Defects Liability Period from the date of issue of “Taking-over certificate”	12 months
vi.	Period of validity of Performance Security	6 months beyond Defects Liability Period

Signature
(Authorized Signatory)

Date

Name

Place

Address

Form B**FORMAT FOR EMD**

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 Pay and Accounts Officer, Secretariat,
 Ministry of Health and Family Welfare, New Delhi, in the sum of **Rs.**
 _____ for which payment will and truly to be made to the said HLL
 Lifecare Ltd. / MoH&FW, 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 6 GMSDs -----

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.

We further agree as follows :

- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 That this guarantee commences from the date hereof and shall remain in force till _____ (date to be filled up)
- 2.7 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.

The conditions of this obligation are:

- a. if the Bidder withdraws his Bid during the period of Bid Validity, or
- b. if the Bidder does not accept the correction of his Bid Price as corrected by the evaluation committee
- c. if the Bidder having been notified of the acceptance of his Bid by client during the period of Bid Validity :
 - I. fails or refuses to furnish the required Performance Security for the amount equal to 5% of the Contract price and/

Or

 - II. fails or refuses to enter into a Contract within 30 days of issue of Letter of Award by HLL LIFECARE LTD. / MOH&FW

We undertake to pay to client 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 “HLL LIFECARE LTD. / MOH&FW”) of the other part.

Whereas HLL Lifecare Ltd./MINISTRY OF HEALTH & FAMILY WELFARE (HLL LIFECARE LTD. / MOH&FW), GOVERNMENT OF INDIA has awarded the Contract for Upgradation of Cold chain facilities of GMSD’s at _____ (Name of the Contractor)

AND WHEREAS the Contractor is bound by the said Contract to submit to HLL LIFECARE LTD. / MOH&FW a Performance Security for a total amount of Rs. _____ (Rupees _____ only) (Amount in figures and words).

iv. 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 HLL LIFECARE LTD. / MOH&FW the full amount of Rs. _____ (Rupees _____ only) (Amount in figures and Words) as stated above.

v. After the Contractor has signed the afore mentioned Contract with HLL LIFECARE LTD. / MOH&FW, the Bank is engaged to pay HLL LIFECARE LTD. / MOH&FW, any amount up to and inclusive of the aforementioned full amount upon written order from HLL LIFECARE LTD. / MOH&FW to indemnify HLL LIFECARE LTD. / MOH&FW 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 HLL LIFECARE LTD. / MOH&FW 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 HLL LIFECARE LTD. / MOH&FW 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.

- vi. 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 HLL LIFECARE LTD. / MOH&FW 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 HLL LIFECARE LTD. / MOH&FW and at the cost of the Contractor.

- vii. The Guarantee shall be interpreted in accordance with the laws of India.
- viii. 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.
- ix. 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.
- x. The neglect or forbearance of HLL LIFECARE LTD. / MOH&FW in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by HLL LIFECARE LTD. / MOH&FW for the payment hereof shall in no way relieve the bank of their liability under this deed.

- xi. The expressions “HLL LIFECARE LTD. / MOH&FW”, “the Bank” and “the Contractor” herein before used shall include their respective successors and assigns.

In witness whereof I/We of the bank have signed and sealed this guarantee on the ----- day of ----- (Month) **2012** being herewith duly authorized.

For and on behalf of

The.....Bank.

Signature of authorized bank official

Name:

Designation:

Stamp/Seal of the Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named_____in the presence of:

Witness 1

Signature

Name

Address

.....

Witness 2

Signature

Name

Address

.....

Form D**FORM OF CONTRACT AGREEMENT**

This agreement is made at ----- on the ---- day of ----- 2011 between President of India acting through Shri -----, ----- Secretary, Ministry of Health and Family Welfare (HLL Lifecare Ltd. / MoH&FW), 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.**

Second Part

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

Whereas HLL LIFECARE LTD. / MOH&FW is desirous that certain works should be executed, for up-gradation of 6 GMSD’s -----of **HLL LIFECARE LTD. / MOH&FW** hereinafter called the “The Project” and has accepted a Tender submitted by the contractor for the execution and completion of such works as well as guarantee of such works and the remedying of defects therein. NOW THIS AGREEMENT WITNESSTH as follows:

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

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

Volume – 1 (NIT & Evaluation Criteria)

1. Notice Inviting Tender
2. Scope of work
3. Evaluation Process

Volume- II (GCC)

1. General Conditions of Contract

Volume – III (SCC)

- 1 Special Condition of Contract

Volume – IV (Financial bid and Bill of Quantities)**Volume – V (Drawings)**

1. **All the correspondence till award of contract i.e. addendum, LOA etc. Technical and Financial bids submitted by bidder.**
- i. In consideration of the payment to be made by HLL LIFECARE LTD. / MOH&FW to the Contractor as hereinafter mentioned, the Contractor hereby covenants with HLL LIFECARE LTD. / MOH&FW to executed and complete the Project by ----- and remedy and defects therein in conformity in all respects with the provisions of the Contract.

- ii. HLL LIFECARE LTD. / MOH&FW 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.

2. 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 HLL LIFECARE LTD. / MOH&FW 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

Signature of the authorized official

Name of the Contractor

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 authorized signatory

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

Know all men by these presents,

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

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

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

Form K

AFFIDAVIT

- 18 I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
- 19 The undersigned also hereby certifies the neither our firm M/s _____ nor any of its constituent partners have abandoned any contract awarded to us for such works have been rescinded, during the last five years prior to the date of this application.
- 20 The undersigned hereby authorize (s) and request (s) any bank, person, form or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
- 21 The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Client.

Signed by an Authorised Officer of the Firm

FORM 'T-1'

FINANCIAL INFORMATION

1. **Financial Analysis**-Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income tax Department (Copies to be attached).

i) **Gross Annual Turnover** for last three years ending 31.03.2012

ii) **Profit / Loss** for last three years ending 31.03.2012

Financial arrangements for carrying out the proposed work.

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

Signature of Chartered
Accountant with Seal

Signature of Applicant.

FORM 'T-1 B'

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

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

(Signature)
For the Bank

NOTE

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

FORM - 'T - 2'**DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED
DURING THE LAST THREE YEARS ENDING 30 November, 2012**

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.

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
REFERRED TO IN FORM "T-2" TO "T-3"**

01.	Name of work / Project & Location	
02.	Agreement No.	
03.	Bided Cost	
04.	Executed Cost	
05.	Date of Start	
06.	Date of completion :	
	i) Stipulated date of completion	
	ii) Actual date of completion	
07.	Amount of compensation levied for delayed completion, if any	
08.	Amount of reduced rate items, if any	
09.	Performance Report :	
	a) 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 : _____ Executive Engineer or Equivalent

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

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

Contd... 2

Form' T – 5'

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

Form 'T – 6'

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

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

FORM 'T - 7'
DETAILS OF CONSTRUCTION PLANT AND EQUIPMENT LIKELY
TO BE USED IN CARRYING OUT THE WORK

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

6. Cube testing machines									
7. M.S. Pipes									
8. Steel Shuttering									
Equipment for transportation :									
1. Tippers									
2. Trucks									
Pneumatic equipment :									
1. Air compressors (diesel)									
Dewatering equipment									
1. Pump (diesel)									
2. Pump (electric)									
Power equipment :									
1. Diesel generators									
Any other equipment/s : Like crane, tower lifts etc									

(Signature of Bidder)