



Office of the Director

INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES,

SHEIKHPURA, PATNA - 800 014 (Bihar, India)

Tel.: 0612 - 2297631, 2297099; Fax: 0612 - 2297225; Website: www.igims.org;

E-Mail: director@igims.org

NOTICE INVITING RE TENDER

Only through E Tendering process on website www.eproc.bihar.gov.in

No.- Engg/36/C/IGIMS/E-Tender.2012-13

Percentage rate/ item rate Tender in two bid system (Technical and Price bid) is invited from eligible and qualified firms/ companies/ contractors for the following work. Intending bidders must be registered with e-procurement cell on www.eproc.bihar.gov.in after registration bidders will get user id, password and digital signature which will provide an opportunity and eligibility to take part in e-tendering process.

Name of the work	Estimated cost (In Rs.)	Earnest Money (In Rs.)	Cost of Bid document (In Rs.) + E-tendering fee	Time of completion of work
GROUP A Construction of college building, administrative building, library, boys hostel, D Type, E Type Residential quarter and site development work of IGIMS Medical college, Patna	Part - I (schedule item) = Rs. 794917933.00 Part - II (Non schedule item) = Rs. 537177300.00 Total Amount = Rs. 133,20,95,233.00	143,20,952.00	35,000.00	20 Months

Time schedule is as follows:

- Date/ time for obtaining BOQ**
(Only on www.eproc.bihar.gov.in) 15/03/2013 to 31-03-2013 till 3:00pm
- Date and place of pre bid meeting** 21/03/2013 at 3.30 pm in Conference hall of IGIMS Patna.
- Last date for correction in Tender document if required**
(Only on www.eproc.bihar.gov.in) 25/03/2013.
- Last date/ time for submission of completed tender Documents** (only on www.eproc.bihar.gov.in) 04/04/2013 till 04.30pm
- Date/ place of opening of tender**
(Technical bid only on www.eproc.bihar.gov.in) 05/04/2013 at 03.30pm
- Date/ place of opening of tender**
(Financial bid only on www.eproc.bihar.gov.in) after evaluation of technical Bid date and time will be announced and uploaded on website- www.eproc.bihar.gov.in and www.igims.org only. No individual letter shall be sent to participating bidders

**Sd/-
DIRECTOR
IGIMS, PATNA**

Note: - This tender has been published is daily News Paper INDIAN EXPRESS (ALL EDITION) and AAJ (BIHAR and JAHRKHAND EDITION) ON 10/03/2013. Due to typing error Date/ Time for obtaining BOQ has been marked 21/03/2013 to 31/03/2013 till 3.00 pm. Now this should be read as 15/03/2013 to 31/03/2013. Till 3.00 pm



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1- EARNEST MONEY:

The Earnest money shall be acceptable with Technical bid in the shape of 8th issue of 6 years NSC/KVP/ 6 years TD issued within the state or as per Bihar financial Rule and Pledged in favour of Director, IGIMS, Sheikhpura, Patna Or shall also be acceptable in the form of Demand Draft (DD) in favour of Director ,IGIMS ,Sheikhpura, Patna of any schedule bank or unconditional Bank Guarantee of any schedule bank which has branch in Bihar, otherwise Tender will not be considered as responsive. **B.G.** should be valid up to 45 days beyond Bid validity period of 120 days from the date of submission of tender.

2- ELIGIBILITY CRITERION :

(I) Experience (for group A)

Interested tenderers who fulfill the following eligibility criteria, shall be only eligible to participate in this Bid process.

The contracting Firm/ Agency should have satisfactorily completed as a prime contractor during the last five years, ending March 2012.

Three similar works each costing not less than 40% (forty percent) of the estimated cost or completed **two** similar works each costing not less than 60% (sixty percent) of the estimated cost or completed **one** similar work costing not less than 80% (eighty percent) of the estimated cost.

Similar work shall mean project Comprising of large Hospital Building of Bed not less than 300 nos or RCC Framed building of 15 mt. ht or more of state/ Central /PSU SECTOR only on composite basis(such as civil works along with services like plumbing, HVAC, lift Electrical ,fire fighting). Projection of TDS/ supporting document/ completion certificate issued by employer shall be valid and acceptable. this proof. **An affidavit on oath sworn before first class magistrate / Notarised in support of experience for group A mentioned above must be submitted with technical bid sheet**

(II) **TURNOVER**

Should have achieved in any one financial year during the last preceding 5 years up to March 12, annual financial turn over equal to or more than estimated cost of this tender which should be duly audited and signed by C.A The annual turnover of previous years will be adjusted to 2011--2012 price level based on annual inflation of 8% (eight percent).

(III) **PROFIT & LOSS**

Should not have incurred any loss during the last five consecutive financial years, ending 31.03.2012, duly certified by the Chartered Accountant.

(IV) **SOLVENCY**

Should have a solvency (not more than 3 months old) for amount of at least 25% of estimated cost of tender from bank on the format enclosed in GCC **Annexure I** and Evidence of access to line(s) of credit (not more than 3 months old) for amount of at least 10% of estimated cost of tender certified by the Bankers.

(V) **BIDDING CAPACITY**

The bidding capacity of the tenderer should be equal to or more than the estimated cost of the work put to tender. The Bidding capacity shall be worked out by the formula;

Bidding Capacity = $(A * N * 3) - B$

Where, A = Maximum Value of Construction Works executed in any one year during the last 5 years from March 2012, taking into account the completed as well as work in progress.

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

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

(VI) **OTHER CRITERIA, TERMS AND CONDITION(ESSENTIAL)**

- 1- The tenderers must be in existence as contracting firm since at least minimum 5 financial years proceeding March 2012.
- 2- Experience should be in the name of the bidding company and not in the name of subsidiary/associate/company/Group Company.
- 3- Should have a valid PAN (Permanent Account Number of Income Tax), TAN NO. & PF Registration No.
- 4- Bidder having more working Experience, nos. of executed projects, Turnover etc. as mentioned above may be given preference in case of tie in the financial bid
- 5- Successful bidder cannot be allowed to sublet the awarded work to any other firms/ contractor/ agencies/ companies/ Persons. The successful bidder shall be allowed to get the works from specialized agencies for the specialized nature of work only such as Fire Fighting, HVAC, Lifts as decided by Engineer In charge. The contractor has to obtain the approval from Engineer In charge before execution of specified nature of work. An Affidavit on oath sworn before 1st class Magistrate / Notarised giving this undertaking has to be submitted by the tenderer along with the technical bid.
- 6- Affidavit for Debar or Rescind – Bidder has to submit an affidavit on Rs 100 Non Judicial Stamp duly sworn before 1st class Magistrate / Notarised for Debar or Rescind along with Tech Bid document as per **Annexure III**
7. No claim shall be entertained on account of disruption of Internet services being used by bidders.

8. Information regarding any litigation, current or during the last five years, in which the bidder is involved, the parties concerned and dispute amount has to be provided with Technical bid sheet.
9. Power of Attorney must be provided on 100 Rs Non judicial stamp paper in original sworn before 1st class magistrate / Notarised.
10. The value of executed work shall be brought to current costing level by enhancing actual value of work at the rate of 8% per Annum (compounded Annually) calculated from the date of completion.
11. Undertaking regarding acceptance of investment (Minimum 25% of the work value) of cash for the project work (on 100 Rs non judicial stamp) sworn before 1st class Magistrate/Notarised as per **Annexure II** enclosed in GCC sheet has to be submitted.
12. Criteria and terms and conditions mentioned in Technical Bid sheet, NIT and other Bid Documents are mandatory to comply, failing to do so, tender will be treated as non responsive and no time shall be allowed.
13. Undertaking in the format given in GCC/ SCC Volume I.
14. Estimated cost may increase/decrease.

Joint Venture

15. There shall be a joint venture Agreement with maximum nos. of partners being not more than 3 nos. (Refer Annexure specific for the contract package between the constituent firm indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst them. For the purpose of this clause, the most experienced lead partner will be the one defined. A copy of the Joint venture agreement in accordance with requirements mentioned in **Annexure - IV** shall be necessarily submitted with the bid.
 - 15.1.1 The bid, and in the successful bidder, the form of agreement, etc, shall be signed and/ or executed in such a manner as may be required for making it legally binding on all partners (including operative parts of the ensuring contract in respect of agreement of Arbitration, etc). On award of work, the form of Agreement and contract documents shall be signed by all partners of the Joint Venture to conclude Contract Agreement.
 - 15.1.2 Lead partner shall be nominated as being partner-in-charge; and this authorization shall be evidenced by submitting a power of attorney signed by the legally authorized signatories of all the partners.
 - 15.1.3 The partner-in-charge shall be authorized to incur liabilities and to receive instruction for and on behalf of the partners of the Joint venture, whether jointly or severally and entire execution of the contract (including payment) shall be carried out exclusively through the partner-in-charge. A copy of the said authorization shall be furnished with the bid.
 - 15.1.4 All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under sub clause (15.1.2) above as well as in the form of tender and the Form of Agreement (in case of a successful bidder).
 - 15.1.5 In the event of default, all the partners of the Joint Venture will retain the full and undivided responsibility for the performance of their obligations under the contract and/or for satisfactory completion of the works.
 - 15.1.6 The bid submitted shall include all the relevant information as required under the provisions of sub-clause 4.5 of ITB and furnished separately for each partner. The requirement of key plants & equipments as per Annexure I of SBD testing equipment for establishing field laboratory key

- personnel to be employed on contract work as per Annexure II of SBD shall be counted altogether for the partners it shall be less than the requirement.
- 15.1.7 The bank guarantee/other suitable instrument in shape of bid security shall be issued in the name of JV and pledged in favor of employer.
- 15.2. Each partner of the JV must produce:
- 15.2.1 The permanent account number (PAN) of Income Tax
- 15.2.2 An affidavit though 1st class Executive Magistrate that the information furnished with the bid documents is correct in all respect; and
- 15.2.3 Such other certificates as defined in the Appendix to ITB. Failure to produce the certificates shall make the bid non responsive.
- 15.3. Each bidder must demonstrate:-
- 15.3.1 Availability for construction work, either owned, or on lease or on hire, of the key equipment stated in the Appendix to ITB including equipments required for establishing field laboratory to perform mandatory test and those stated in the Appendix to ITB. The requirement of key plants & equipments construction equipments as per Annexure I of SBD testing equipment for establishing field laboratory key personnel to be employed on contract work as per Annexure II of SBD shall be counted altogether for the partners it shall be less than the requirement.
- 15.3.2 Availability for construction work of technical personnel as stated in the appendix to ITB. The requirement of key plants & equipments construction equipments as per Annexure I of SBD testing equipment for establishing field laboratory key personnel to be employed on contract works as per Annexure II of SBD shall be counted altogether for the partners it shall be less than the requirement.
- 15.3.3 The joint venture must satisfy collectively the criteria laid down in para 15.3.1 & 15.3.2 above.
- 15.3.4 Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the contract, of not less than the amount specified in the Appendix to ITB.
- 15.3.5 The bidder must not have in his employment.
- 15.3.5.1 The near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouses) of persons. The bidder must produce an affidavit stating that the near relations of the following departmental officers are not in his employment:
JE/AE/EE/SE/CE/E-in- C & Divisional Accountant of any works department of Bihar State.
- 15.3.5.2 Without Government permission, any person who retired as gazetted officer within the last two years of the rank and from the departments. The bidder must produce an affidavit stating the names of retired gazetted officer (if any) in his employment who retired within the last two years with the following ranks from the departments listed below:
JE/AE/EE/SE/CE/E-in- C & Divisional Accountant of any works department of Bihar State.
In case there is no such person in his employment, his affidavit should clearly state this fact.
- 15.4. To qualify for a package of contracts made up of this and other contracts for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contract.

- 15.5. If the bidder is Joint venture, the partners would be limited to three (including lead partner) Joint venture firm shall jointly and severally responsible for completion of the project. Joint venture must fulfill the following minimum qualification requirement.
- 15.5.1 The lead partner shall meet not less than 50% (fifty percent) of qualification criteria given in sub-clause 4.2, 4.5A, 4.7 & 4.8 of ITB.
- 15.5.2 Each of the remaining partners shall meet not less than 25% (Twenty five percent) of all qualifying criteria given in sub-clause 4.2, 4.5A, 4.7 & 4.8 of ITB.
- 15.5.3 However in case one of the joint ventures partner is proposed to be included primarily to provide financial strength to the joint venture, such joint venture partner shall have to commit to provide liquidity support to the project to the extent of 10% of the value of contract.
- 15.5.4 The joint venture must also collectively satisfy the subject of the criteria of clause 4.2, 4.5A, 4.7 & 4.8 of ITB for this purpose the relevant figures for each of the partners shall be 100% or more.
- 15.5.5 In the event that the Employer has caused to disqualify under clause 4.8 of ITB and the constitutions stated below all of the Joint Venture partners will be disqualified.
- 15.5.6 Joint venture applicants shall provide a certified copy of the joint venture Agreement in demonstration of the partners undertaking joint and several liabilities for the performance of any contract entered into with the bid.
- 15.5.7 The available bid capacity of the JV as required under clause 4.7 of ITB below will be applied for each partner to the extent of his proposed participation in the execution of the work. The total bid capacity available shall be more than estimated contract value.

Subclause of ITB

- 4.2 All bidders shall also furnish the following information
- (i) Evidence of access to or availability of credit facilities (minimum 10% of estimated cost) Certified by the bankers.
 - (ii) Undertaking that bidder would be able to invest a minimum of cost up to 25% of the contract value of work during implementation of contract.
 - (iii) Proposals, if any, for sub contracting of elements of work, costing more than 10% of the bid amount (for all contracts over Rs.5 crore).
 - (iv) Power of attorney, if any.
- 4.5 A. **To quality for award of the contract, each bidder in its name should have in the last five years as referred to in Appendix :-**
- (a) Achieved in any one year a minimum annual financial turnover (in all classes of civil engineering construction works only) volume of construction work of at least the amount equal to the 50% (fifty percent) estimated cost of works for which bid has been invited. The turn over will be indexed at the rate of 8% for a year.
 - (b) Satisfactorily completed as a prime contractor (or as a nominated subcontractor, where the subcontract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied) at least one similar work of value not less than amount indicated in Appendix (usually not less than 25% (twenty five percent) of estimated value of contract;
 - (c) The contractor or his indentified sub contractor should possess required valid electrical license for executing the building electrification works.
 - (d) The contractor or his identified sub-contractor should possess required valid license for executing the water supply/sanitary engineering works.

4.7 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity than the total bid value. **The available bid capacity will be calculated as under:**

$$\text{Assessed Available Bid Capacity} = (A*N*M-B)$$

Where

A= Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the last year at the rate of 8 percent a year) taking into account the completed as well as work in progress.

N= Number of years prescribed for completion of the works for which bids are invited.

M= 3

B= value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

4.8 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc;
- participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

15.6. Sub-Contractor's (duly authorized) experience and resources shall be taken into account in determining the bidder's compliance with the qualifying criteria. The sub-contractor's role may be verified by the employer.

15.7. Qualification of a joint venture does not necessarily qualify any of its partners individually or as a partner to any other joint venture. In case of dissolution of a joint venture, each one of the constituent firms may qualify if they meet all the qualification requirements subject to the written approval of the Employer.

15.8. The rescinding of contract of a joint venture on account of reasons other than non-performance, such as most experienced partner of joint venture pulling out, court direction leading to breaking up of a joint venture before the start of work, which are not attributable to the poor performance of the contractor will, however not affect the qualification of the individual partners.

16. Submission of tender document from any tenderer shall however not construe that the tenderer is considered to be qualified for the tender work and the same may be rejected, if on detailed scrutiny, the documents submitted along with the tender are found to be unsatisfactory. The decision of Director, IGIMS in this regard shall be final.

17. Director, IGIMS reserves the right to accept any tender or reject any or all tenders or annul this tendering process without assigning any reason and liability whatsoever and to re-invite tender at its sole discretion. The corrigendum, extension, cancellation of this NIT shall be placed on the Institute website only and shall be not advertised in the Newspapers. Therefore the bidders are advised to visit the institute web set for updating the information.

3-

Sale of document:

Tender document (NIT, GCC & SCC, Technical Specification, BOQ, Tender Drawing) will be available on Web site www.eproc.bihar.gov.in The cost of Tender document for each work will be in the shape of Demand Draft (Non refundable) Payable to Director, Indira Gandhi Institute of Medical Sciences, Patna and will be submitted in original with technical bid in hard copy.

a) **Pre-bid meeting**

Pre-bid meeting shall be held on 21/03/2013 at 03.30 pm .in conference hall of , Indira Gandhi Institute of Medical Sciences, Patna -14 outcome of pre-bid shall be uploaded on Institute website by Tenders are advised to submit their bid after this date only..

b) Technical bid shall be opened on 05/04/2013 at 03.30 pm, Tenderers are free to participate and they should contact Ex- Engg civil (nodal person) for any enquiry in this regard.

c) Financial bid shall be opened after evaluation of Technical Bid. Date & time will be uploaded on website eproc.bihar.gov.in and www.igims.org

Sd/-
DIRECTOR,
I.G.I.M.S., PATNA.

Annexure I

SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES SOLVENCY (CLAUSE 4.2 (i) OF ITB) BANK CERTIFICATE

This is to certify that M/s. _____ is a reputed company with a good financial standing.

If the contract for the work, namely _____ is awarded to the above firm, we shall be able to provide overdraft/ credit facilities up to 25% of estimated cost Rs. _____ to meet their working capital requirement for executing to the above during the contract period.

(Signature)

**Name of Bank
Senior Bank Manager
Address of the Bank**

DATE

Annexure II

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s _____ would invest a minimum cash up to 25% of the value of the work during implementation of the Contract.

(Signed by Authorized Officer of the Firm)

Title of Officer

Name of Firm

DATE

Annexure III

AFFIDAVIT

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

2. The undersigned also hereby certifies that neither our firm M/s _____ has been blacklisted nor has abandoned any work in any government department, India nor any contract awarded to us such works have been rescinded, during last five years prior to the date of this bid.

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

4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department Project implementing agency.

(Signed by Authorized Officer of the Firm)

Title of Officer

Name of Firm

Annexure-IV

Format for joint Venture Agreement

If the application is made by a joint venture of two or more firms (limited to three firms), the evidence of clear mandate (i.e., in the form of respective Board Resolution duly authenticated by competent authority by such two or more firms willing to form joint venture among themselves for the specified projects should accompany duly recognizing their respective authorized signatories signing for and on behalf of the respective firms for the purpose of forming the joint venture. A certified copy of power of attorney to the authorized representatives, signed by legally authorized signatories of the all the firms of the joint venture shall accompany the application. The JV agreement shall be signed by the authorized representative of the joint venture. The JV Agreement shall need to be submitted consisting but not limited to the following provision: -

- a- Name, style and project(s) specific JV with head office address.
- b- Extent (or Equity) of participation of each party in the JV.
- c- Commitment of each party to furnish the Bond money (i.e. Bid Security, Performance security and security for Mobilization Advance) in proportion to his Participation in the JV.
- d- Responsibility of each partner of JV (in terms of Physical and Financial involvement).
- e- Working capital arrangement of JV.
- f- Operation of separate bank account in the name of JV to be operated by at least one foreign partner and one local partner. In case of JV among local partners, all the partners are required to operate.
- g- Provision for cure in case of non performance of responsibility by any party of the JV.
- h- Provision that NEITHER party of the JV shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in JV to any party including existing partner (s) of the JV. The employer derives right for any consequent action (including blacklisting) against any or all JV partners in case of any breach in this regard.
- i- Management structure of JV with details.
- j- Lead partner to be identified who shall be empowered by the JV to incur liabilities on behalf of JV.
- k- Parties/Firms committing themselves to the Employer for jointly and severally responsible for the intended works.
- l- The power of Attorney shall be duly notarized.
- m- Any relevant detail.
