

**TENDER FOR
CONSTRUCTION OF
HIG HOUSING PROJECT OF
MUSSOORIE DEHRADUN DEVELOPMENT AUTHORITY
(MDDA) NEAR ISBT DEHRADUN**

01/01/2020



Mussoorie Dehradun Development Authority (MDDA)
Transport Nagar, Saharanpur Road, Dehradun – 248001
Tel: 0135 – 6603100, Fax: 0135 – 6603103, Email: info@mddaonline.in

NOTICE INVITING TENDER

Sealed offers are invited from experienced and competent bidders meeting prescribed qualifying criteria for the following work:-

“CONSTRUCTION OF HIGH HOUSING PROJECT OF MUSSOORIE DEHRADUN DEVELOPMENT AUTHORITY NEAR ISBT DEHRADUN”

Schedule of Selection

1	Estimated Cost of Work	:	Rs. 42,25,09,535 + GST
2	Tender Fee (Non-Refundable)	:	Rs. 10,000/- (Rupees Ten Thousand only) including GST in the form of Demand Draft in favour of Secretary, MDDA payable at Dehradun.
3	Amount of Earnest Money Deposit	:	Rs. 70.00 Lakhs (Rupees Seventy Lakhs only) in form of FDR/Bank Guarantee in favour of Secretary, MDDA payable at Dehradun.
4	Project Completion Period	:	08 (Eight) Months
5	Last date and time for submission of Tender at e-tendering website (www.uktenders.gov.in)	:	10/01/2020 upto 03:00 PM
6	Last date and time for submission of Copy of Technical Proposal along with EMD, tender cost and power of attorney in the office of Vice Chairman, MDDA. Note: <i>(i) If in case of discrepancy in hard and soft copy online proposal shall prevail.</i> <i>(ii) Financial proposal shall be submitted online only.</i>		10/01/2020 upto 04:00 PM
7	Date of opening of Tenders (Technical Bid)	:	10/01/2020 at 04:30 PM
8	Date of opening of Tenders (Financial Bid)	:	To be Intimated Later to technically qualified bidders

Full details, specifications, terms and conditions of work shall be available in the Tender Document for above N.I.T., which can be downloaded from MDDA website www.mddaonline.in and e-tendering website www.uktenders.gov.in. Tender Fee and EMD in the form of Demand Draft shall be deposited along with Power of Attorney and a copy shall be annexed with Online Proposal. The tenderer has to ensure that the tender so downloaded is complete along with all corrigendum/addendum, if any. Incomplete Tender shall be rejected out rightly. Tenders received without EMD, Tender Fee and Power of Attorney and documents pertaining to qualifying criteria mentioned in Tender Document will be summarily rejected.

For further query bidders can visit the site and office of MDDA during the office hours on any working day before the submission date of the bid.

Technical and Financial Bid shall be submitted online only and a sealed copy of Technical Bid along with Tender Fee, EMD and Power of Attorney shall be submitted in the office of Vice Chairman Mussoorie Dehradun Development Authority as per the above-mentioned schedule. The Financial part of the technically qualified tenderers only will be opened. Bids received through Telex, Telegraphic or e-mail tenders will not be entertained.

The successful Tenderers shall have to comply with all the provision of labour laws and rules appended there under as applicable from time to time, MDDA reserves the right to accept or reject or cancel any or all tender(s) at anytime at its sole discretion if necessary, without assigning any reason whatsoever.

The purpose of this NIT is to provide interested parties with information to assist the preparation of their bid. Neither MDDA nor any of its authorities or agencies nor any of its 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, MDDA does not claim that the information is exhaustive. Respondents to this NIT are required to make their own inquiries/ surveys and will be required to confirm, in writing, that they have done so and they did not rely solely on the information in NIT/Tender. MDDA is not responsible if no due diligence is performed by the Respondents

MDDA, reserves the right not to proceed with the Project at site and 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 paid to persons or entities submitting their Bid.

IMPORTANT POINTS:

- 1.1 Bidder should be an Indian organization.
- 1.2 Bidder must not have been blacklisted or deregistered by any government agencies or public sector undertaking. If so, the same shall be brought to the notice of the Employer.
- 1.3 MDDA reserves the right to accept or reject or cancel any or all tender(s) at anytime at its sole discretion if necessary, without assigning any reason whatsoever. No Bidder shall have any cause of action or claim against MDDA. for rejection of his Bid.
- 1.4 The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.

SECTION– I
Instructions to Bidders

1. Introduction

Mussoorie Dehradun Development Authority (MDDA) henceforth referred as Client/Authority, under look the project of development of HIG Dwelling Units at ISBT Dehradun with the objective of provision of quality housing facilities at affordable prices.

The total estimated project cost of the above project is Rs. 148 Cr. (approx.), the project has been completed till 68% and MDDA intends to appoint an agency to construct the remaining Blocks- A, B, H, J & K as defined in Annexure-1 “Site Plan” and to complete the remaining part of the project till satisfactory completion. The DPR estimates of the balance work for which this Tender has been published is estimated at Rs. 42.25 Crore (approx.).

Dwelling unit’s typology:

Number of units	338
Type A (3 BHK)	300
Type B (3 BHK+Terrace)	38
Sold	
Type A	110
Type B	36
Vacant	
Type A	190
Type B	2
Selling price (on completed development)- In Lakh (including GST)	
Selling Price - Type A	₹ 71.50
Selling Price - Type B	₹ 79.20

MDDA invites Tenders from **Construction Agencies/Firms for Construction of non-completed component/remaining work refer Annexure-2, Successful bidder shall do the Civil Works, Electrical works etc. including overall remaining work of HIG Housing Project near ISBT Dehradun. (hereinafter referred as Project).** Construction shall be as per applicable CPWD guidelines and specification. Bidders quoting the least cost (L1) shall be considered as successful bidder, the payment will be made as per the actual work done and item wise measurement basis.

Guideline & specifications of CPWD, other Indian standards and all statutory guidelines shall be followed:-

- A) Interested bidders may submit their proposals by the date as mentioned in Schedule of Selection process.
- B) Technical and Financial bids shall be submitted online separately.
- C) Proposals should be submitted in English.

2. Purpose

Bidders for the purpose of preparing offer for carrying out “*Construction of HIG Housing project of Mussoorie Dehradun Development Authority near ISBT Dehradun*”, Bidders are requested to do their self-analysis prior to submission of the proposal.

- 1) The Schedule of Quantity is given as Annexure-2. The tenderer has to quote their offer as per the Schedule of Quantities. The tenderer shall quote rate(s) in figures as well as in words. In case of any discrepancy between the two, rate(s) quoted in words shall prevail. In case of discrepancy between quoted rate and amount, rate shall prevail. The payment will be made as per the actual work done and item wise measurement basis.
- 2) Bidders are advised to examine the available Cost Index/Market Rate while framing their estimate/rates. Rates of DSR are inclusive of GST and Rates of SOR and Market Price are exclusive of GST.
- 3) a) In case of DSR, the rates are inclusive of GST and in case of SOR/Market Rates the GST shall be paid as per applicable rates.
b) **For Cost Index:** Government Approved Cost Index as applicable on DSR 2016 shall be payable over and above the Bid Price.
- 4) a) Submission of a tender by a tenderer implies that the tenderer has read this notice and all other Tender Documents visited the site and has made himself aware of the scope for the project, the specifications, local conditions and other factors having bearings on the execution of the work.
b) While all efforts have been made to avoid errors in the drafting of the tender

documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

- c) MDDA desires that the bidders, suppliers, and Sub-contractors under the Project, observe the highest standard of ethics during the performance, procurement and execution of such contracts. In pursuance of this requirement, MDDA:

Defines, for the purposes of this provision, the terms set forth below:

- I) “Corrupt Practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- II) “Fraudulent Practice” means any act of submission of forged documentation, or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation, or to succeed in a competitive bidding process;
- III) “Coercive Practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- IV) “Collusive Practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- V) Will reject the award of Contract, even at a later stage, if it determines that the bidder recommended/ selected for award/awarded has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for the Contract;

Will reject the award of Contract, even at a later stage, if it determines that the bidder recommended/selected for award/awarded has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for the Contract;

Will declare a party or its successors, including declaring ineligible, either indefinitely or for a stated period of time, to participate in any further bidding/procurement proceedings under the Project, if it at any time determines that the party has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for, or in executing, the contract; and

The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a bid and for entering into a contract, must examine the Drawings, must inspect the sites of the work, acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. MDDA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- d) Each page of the Tender documents should be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of MDDA. The signatures shall be in blue ink.
- e) The bidder shall attach the original authorization letter/power of Attorney as the proof.
- f) The Bidders are expected to carefully examine all the contents of the tender documents including instructions, conditions, terms, specifications, drawings and get clarifications, if required, from MDDA and take them fully into account before submitting their offer. Failure to comply with the requirements as detailed in these documents shall be at the Bidder's own risk. Bidders which are not responsive to the requirements of the tender documents will be rejected.
- g) The bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD and Tender Document Fees of requisite amount in acceptable format, Bids in altered/modified formats, or in deviation with any other requirements stipulated in the tender documents are liable to be rejected.
- h) The Bid submitted on behalf of a Firm shall be signed by all the Partners of the Firm or by a Partner who has the necessary authority on behalf of the Firm to enter into the proposed contract. Otherwise, the bid is liable to be rejected by the MDDA.
- i) The bidders are expected to meet the minimum eligibility criteria as given in the tender document to participate in this tender. MDDA will reject the Bids that do not meet the minimum eligibility criteria as laid down, based on their submission along with the tender documents, even after the bid opening process is concluded.
- j) The bidders shall not tamper or modify any part of the tender documents in any manner. In case in part of the bid is found to be tampered or modified at any stage, the bids are liable to be rejected, the contract is liable to be terminated and the full earnest deposit/performance guarantee will be forfeited and the bidder will be liable to be banned from doing any business with MDDA.
- k) Incomplete Price bid shall be liable to be rejected, at the discretion of MDDA. The total bid price shall cover the entire scope of works covered in the tender.
- l) MDDA shall not be responsible for any postal delay and the bids received after stipulated date & time whatsoever be the reason, the bid is liable to be rejected by the MDDA

5) Procedure for submission of bid:

- i) The Tender Fee (non-refundable) of **Rs. 10000/- (Rupees Ten Thousand only)** in the Sealed Envelope in form of Demand Draft in favour of Secretary, MDDA payable at Dehradun.
- ii) Earnest Money Deposit (EMD) of **Rs. 70,00,000/- (Rupees Seventy Lakhs only)** in the Sealed Envelope in form of Bank Guarantee/FDR in favour of Secretary, MDDA payable at Dehradun.

- iii) The Earnest Money may be accepted in the following forms:
 - o Bank Guarantee
 - o Fixed Deposit Receipt (FDR) of a Scheduled Bank in the name of Secretary MDDA payable at Dehradun.
 - iv) The Offer of the bidder may not be considered for further evaluation, if the Cost of Tender, Power of Attorney and EMD are not submitted in the form and manner as stated above and their offer is liable to be rejected.
 - v) The EMD of unsuccessful tenderer(s) except lowest three will be refunded after finalization of tender process. **The Earnest Money deposit submitted by the successful tenderer shall be retained by MDDA until the Performance Bank Guarantee (PBG) i.e. 5% of contract value is submitted.**
 - vi) If any tenderer withdraws or make any changes in his offer already submitted before the expiry of the above validity period or any extension thereof without the written consent of MDDA, the EMD amount will be forfeited for such act of the tenderer.
 - vii) **MDDA reserves the right of forfeiture of Earnest Money deposit (EMD) in case of the successful tenderer.**
 - a) After opening of Tender, revokes his tender within the validity period or increases his earlier quoted rates.
 - b) Does not commence the work within the period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within 20 days after award of contract.
 - c) EMD shall not carry any interest. EMD shall be interest free.
- 6) MDDA reserves the right to reject any or all the bids or to cancel the Tender, without assigning any reason(s) whatsoever.

7) Contents of Technical Bid:

The Technical Bid, clearly labelled as “**TECHNICAL BID**” has to be submitted with the following:

- i) Bidder’s covering letter of offer.
- ii) Power of Attorney / Authorization Letter to sign the Tender in original
- iii) Copy of Signed & stamped NIT documents (comprising of total documents-all pages) including documents related to Qualifying criteria.
- iv) Tender Fee in the Sealed Envelope in the form of Demand Draft
- v) Earnest Money Deposit in the Sealed Envelope in the form of Bank Guarantee/FDR from any Scheduled Bank in favour of Secretary MDDA payable at Dehradun
- vi) No information relating to financial terms of services should be included in the technical bid. Bids are to be submitted to determine that the bidder has a full comprehension of the tendered work. Where a bidder technical submittal is found non-compliant with the requirement or work, it may be rejected.

8) Contents of Financial Bid

The Financial Bid, clearly labeled as “**FINANCIAL BID**” should be submitted online only, in the Schedule of Quantities as Annexure-2 (format prescribed). These prices

should include all costs associated with the Project and any out of pocket/mobilization expenses, Sales Tax, (except Goods and Service Tax), Purchase Tax, Turnover Tax, Excise Duty, Work Contract Tax or any other tax on materials as applicable shall be paid by the Contractor himself. The Contractor shall quote his rates considering all such taxes. If MDDA is required to pay any such tax, the same shall be deducted from the contractor.

9) Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of the Bid as well as costs associated for facilitating the evaluation. MDDA shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

10) Language of Bid

The Bid and all related correspondence and documents relating to the Project shall be in English language only. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate English translation which shall be certified by a qualified translator. Any material that is submitted in a language other than English and which is not accompanied by an accurate English translation will not be considered.

11) Currency of Bid

Bid prices shall be quoted in Indian Rupees.

12) Outer cover:

It shall be super scribed with **“TENDER DOCUMENT FOR CONSTRUCTION OF HIG HOUSING PROJECT OF MUSSOORIE DEHRADUN DEVELOPMENT AUTHORITY NEAR ISBT DEHRADUN”**.

Due date of submission shall be written on all the covers/envelopes of the bid without fail. Bids received after the due date and time shall not be accepted.

“No request for extension of the due date indicated above shall be entertained”.

Telegraphic or Fax or E-Mail offers shall not be accepted under any circumstances.

13) Tender submitted by tenderer shall remain valid for acceptance for a period of 120 (One Hundred Twenty) days from the date set for submission of the tender. The tenderer shall not be entitled within the said period of 120 (One Hundred Twenty) days to revoke or cancel or vary the tender given or any item thereof, without the consent of MDDA. In case tenderer revokes, cancels, or varies his tender in any manner without the consent of MDDA, within this period, his earnest money will be forfeited.

Financial Bid of those Bidders who will be technically qualified for the subject project, on the basis of evaluation of technical bids, will be opened on specified date. The date & time to open the price bid (Part-II) shall be intimated to the technical qualified bidders and in such a case, representative of the bidder shall be allowed to attend. MDDA decision in this regard shall be final & binding. The lowest Financial Bid so opened shall be awarded the work (L-1 Bidder).

Acceptance of MDDA is a prerequisite for consideration of Bidder's offer for this work. Accordingly, Bidder(s) not acceptable to MDDA, shall not be considered and shall be rejected by MDDA and no correspondence and claim etc. from the Bidder in pursuant to the Tender shall be entertained by MDDA under any circumstances whatsoever.

3. Brief Description of Bidding Process

- a) In order to identify and select an entity for award of the Project, the MDDA intends to adopt a single stage, open, transparent, competitive bidding process (the "Bidding Process"). The single stage of the Bidding Process is the Proposal stage during which Proposal(s) are being invited from the Bidders.
- b) The evaluation of the Proposals would be carried out on least cost-based selection in two (2) mutually distinct and sequential steps.
- c) The first step would be the Qualification Step which would involve a test for responsiveness based on technical and financial qualification criteria set forth herein.
- d) In the qualification step, the qualification submission comprising information of the Bidders on their Technical capacity and Financial capacity for undertaking the Project would be evaluated and, Based on this step, only those Proposals that meet the technical capacity and financial capacity as set out in this Tender Document for the Project would be qualified and their financial proposals would be opened for identification and selection of the Bidder to whom the Project, subject to the terms of tender, be awarded (the "Selected Bidder").
- e) The bidder quoting the lowest (L1) bid will be called for further discussions to sign a Contract Agreement, who shall be responsible for complete Construction of HIG Housing Project of Mussoorie Dehradun Development Authority near ISBT Dehradun as per the Specification and guidelines.

4. Procurement of Documents (Tender Fee)

The Tender Document can be downloaded from e-tendering website www.uktenders.gov.in or MDDA website www.mddaonline.in A demand draft for Rs. 10000/- (Rupees Ten thousand Only), including GST in favour of "Secretary, Mussoorie Dehradun Development Authority" payable at Dehradun, the above-mentioned payment shall be made along with the submission of Proposal and the copy demand draft shall be Annexed with technical proposal.

5. Site visit and verification of information

Bidders are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of data, Applicable Laws and regulations or any other matter considered relevant by them. Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Proposals.

6. Communications

All communications should be addressed to:

Vice Chairman

Mussoorie Dehradun Development Authority (MDDA)
Transport Nagar, Saharanpur Road,
Dehradun – 248001
Tel: 0135 – 6603100, 0135-6603115,
Fax: 0135 – 6603103
Email: info@mddaonline.in,

The Official Website of the Authority is: www.mddaonline.in

All communications, should contain the following information, to be marked at the top in bold letters:

“TENDER DOCUMENT FOR CONSTRUCTION OF HIG HOUSING PROJECT OF MUSSOORIE DEHRADUN DEVELOPMENT AUTHORITY NEAR ISBT DEHRADUN.”

7. Third Party Inspection

MDDA will appoint Third Party Monitoring Agency for the inspection of quality of material, checking of bills, construction quality, etc. Successful Bidder shall have to cooperate with the Third Party for inspection purpose.

8. Proposal Evaluation

General

- a.** From the time the bids are opened to the time the contract is awarded, if any contractor wishes to contact MDDA on any matter related to its proposal, it should do so in writing at the address indicated. Any effort by the firm to influence the MDDA in the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal.
- b.** Bidders are advised that the selection of Bidder shall be on the basis of an evaluation by the Authority through the Selection Process specified in this Tender. Bidders shall

be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

- c. The Bidder shall submit its Proposal in the form and manner specified in the Tender. Upon selection, the lowest Bidder shall be required to enter into an agreement with the Authority.
- d. The Technical Proposal shall not include any financial information.
- e. The Financial Proposal should be complete, i.e., it should list all costs associated with the Assignment/Project.
- f. The financial proposal should be prepared in **Indian Rupees**.
- g. **Qualification, the bidder must fulfil the following conditions:-**

A proposal shall be rejected at this stage if the Bidders proposal found Non- Responsive.

QUALIFICATION CRITERIA:

The Proprietors/Partnership Firms/Companies who fulfill the following requirements shall be eligible to apply **as per the conditions stipulated in the clauses below:-**

1. Bidder should be the construction agency and in its name qualifies for eligibility condition mentioned in Clause 3 as mentioned below.
2. For being considered the Bidder should meet the *following* minimum **qualification** criteria:

The following requirements to be furnished by the bidders for **qualification** as per the tender document:-

- a) The Bidder shall be a Proprietorship firm/Partnership Firm/Private Company incorporated in India under the (Indian) Companies Act 1956/2013 or a company incorporated under equivalent law abroad or Limited Liability Partnership (LLP) firm incorporated under the Limited Liability Partnership Act, 2008 or under equivalent law in any other country. The Bidder shall be required to submit a true copy of its Incorporation Certificate, along with Proposal.
- b) Bidder must have a Valid Goods & Service Tax (GST) Registration, and Pan card (copy must be enclosed).
- c) Bidder shall be registered with any State/Central Department/PSU for Construction work.
- d) Bidder should have been operational in India from at least 10 years with the proof of incorporation/commencement of business The Bidder shall be required to submit Incorporation Certificate/Registration Certificate commencement proof shall be submitted along with the proposal.

- e) The Bidder should not have been blacklisted/debarred/termination of contract except for reasons of convenience of Client by any Government/Public Company/ PSUs/funding agencies, etc. Declaration should be submitted on Stamp Paper.
- f) Bidder should have satisfactorily completed the works as mentioned below during the last five years ending previous day of last day of submission of bid.
- **One similar completed works of order value not less than Rs.35.50 Crores.**
 - OR**
 - **Two similar completed works of order value not less than Rs.22.00 Crores.**
 - OR**
 - **Three similar completed works of order value not less than Rs.18.00 Crores.**
- Similar works means cumulative work involving Building works comprising of construction of buildings/complex/residential town ship including HVAC/Fire Fighting/Electrical jobs and site services works in the projects.*
- g) The bidder should provide documentary proof of eligibility requirement as mentioned above.
- In case of Large Scale Ongoing Government Project, Bidder shall submit the Completion Certificate/Certificate from Statutory Auditor/Measurement of Bills (MB) for the project value as mentioned in eligibility criteria.
 - Completion Certificates should clearly indicate (a) the date of completion of work (b) completed value of work. The completion certificate should be signed by an officer not below the rank of Executive Engineer or equivalent.
 - In case of Large Scale Ongoing Private Project, Bidder shall submit the Certificate from Statutory Auditor for the project value as mentioned in eligibility criteria.
- h) Non-refundable Tender Fee of Rs. 10,000/- (including GST) (Rupees Ten Thousand Only), through Demand Draft in favour of Secretary, Mussoorie Dehradun Development Authority (MDDA) payable at Dehradun.
- i) Earnest Money Deposit (EMD) of **Rs. 70,00,000/- (Rupees Seventy Lakhs only)**, through Bank Guarantee/FDR in favour of Secretary, Mussoorie Dehradun Development Authority (MDDA) payable at Dehradun.
- j) The Bidder should have a Positive Net worth and minimum average annual turnover of Indian Rs. 13.00 Cr. (Rupees Thirteen Crores only) during the last three (3) financial years (FY: 2016-2017, 2017-2018, 2018-2019). Audited balance sheet along with Profit & Loss statement and turnover for last three years (Certificate from CA/Auditor shall be attached) with the proposal.

k) Technical Key Personnel list & detailed C.V. as per Form-IV

S.No.	Requirement of Technical Staff		Minimum Experience (Years)	Designation of Technical Staff
	Minimum Qualification	Numbers		
1.	B.Tech (Civil)	1	10 (Having Experience of one similar nature of work)	Project Manager
2.	B.Tech (Civil)	2	5	Construction Engineer/ Billing Engineer/ Quality Control & Safety Engineer
3.	B.Tech (Electrical)	1	5	Electrical Engineer
4.	Diploma (Civil)	6	5	Supervisor

NOTE:

Any entity which has been barred by the Central Government, any State Government, a statutory authority or a Public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

9. Public Opening and Evaluation of Financial Proposals

- A) After the evaluation of Technical Proposal is completed, MDDA shall notify only those bidders whose proposals have been short-listed of the same and the date and time for opening of financial proposals.
- B) The Financial Proposals shall be opened publicly in the presence of the Bidder's representatives who choose to attend. The name of the Bidder, and the proposed amount shall be read aloud and recorded when the Financial Proposals are opened. There will be an Evaluation Committee constituted by MDDA for evaluation of technical and financial proposal.
- C) The Evaluation Committee will determine whether the Financial Proposals are complete, correct any computational errors, etc.
- D) The bidder who has bid the lowest amount (L1) will be invited for discussions/clarifications for the purpose of signing a Contract Agreement.

10. Conflict of Interest

A Bidder shall not have a conflict of interest that may affect the Selection Process (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, MDDA shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to MDDA for, inter alia, the time, cost and effort of MDDA including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to MDDA hereunder or otherwise.

MDDA requires that the Bidder provides professional, objective, and impartial advice and at all times hold the Authority's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder/Contractor shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

11. Number of Proposals

No Bidder shall submit more than one Proposal for the Project. A Bidder applying individually or as an Associate shall not be entitled to submit another proposal either individually or as a member of any consortium, as the case may be.

12. Cost of Proposal

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including visits to the Authority, Project site etc. MDDA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

13. Acknowledgement by Bidder

It shall be deemed that by submitting the Proposal, the Bidder has:

- a) made a complete and careful examination of the Tender;
- b) received all relevant information requested from the Authority;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the tender or furnished by or on behalf of the Authority or relating to any of the matters referred in this tender;
- d) Satisfied itself about all matters, things and information, including matters referred herein above, necessary and required for submitting an informed Proposal and performance of all of its obligations thereunder;
- e) acknowledged that it does not have a Conflict of Interest; and

- f) The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to tender or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

14. Clarifications

To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

If a Bidder does not provide clarifications sought under above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

15. Amendment in tender

At any time before the submission of Proposals, MDDA may amend the tender by issuing an addendum in writing or by standard electronic means. The addendum shall be uploaded on the website, www.uktenders.gov.in and www.mddaonline.in, and will be binding on all of them. Bidder shall update themselves by visiting the website regularly, for not being updated by the bidders themselves, MDDA bears no responsibility. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their Proposals MDDA may, if the amendment is substantial, extend the deadline for the submission of Proposals.

16. Proposal Due Date

Proposal should be submitted on or before date and time as mentioned in schedule of selection process at e-tendering website i.e. www.uktenders.gov.in and in the manner and form as detailed in this tender document. The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with uniformly for all Bidders.

17. Late Proposals

Proposals received after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

18. Bid Security (EMD)

The Bidder shall furnish as part of its Proposal, a Bid Security of **Rs. 70,00,000/- (Rupees Seventy Lakhs only)**, in the form of a Bank Guarantee/FDR issued by one of the Nationalized/Scheduled Banks in India in favour of the Secretary, Mussoorie Dehradun Development Authority payable at Dehradun (the "Bid Security"), The Selected Bidder's Bid Security shall be returned, upon the Bidder submitting the Performance Security at the time of signing the Agreement which shall be 5% of the Contract Value.

Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

The Bidder, by submitting its Proposal pursuant to this Tender, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the TENDER including the consideration and evaluation of the Proposal under the following conditions:

- a) If a Bidder withdraws its Proposal during the period of its validity as specified in this tender document and as extended by the Bidder from time to time;
- b) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment respectively; or
- c) If the Bidder is found to have a Conflict of Interest.

19. Submission, Receipt, and Opening of Proposal

19.1 The Bidder shall submit their Technical and Financial Proposals Online only. The original proposal, both Technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format as mentioned in this tender.

19.2 An authorized representative of the bidder shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL". **The financial proposal shall be submitted online only and shall be signed digitally.**

19.3 The envelopes containing the EMD, Bid Document Fee, Original Power of Attorney etc. shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE 04:30 p.m. on 10/01/2020". MDDA shall not be responsible for

misplacement, losing or premature opening if the envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. **The Financial Proposal shall be submitted online only and shall be sealed digitally. If the Financial Proposal is not submitted online digitally sealed, this will constitute grounds for declaring the Proposal non-responsive.**

- 19.4 **Online Submission:** Signed "Technical Proposal" shall be uploaded in the prescribed format and supporting documents along with scanned copy of EMD, Bid Document Fee and Power of Attorney as mentioned. Similarly, the original signed 'Financial Proposal' shall be placed in a digitally sealed envelope clearly marked 'Financial Proposal' and shall contain the financial proposal in the prescribed format.
- 19.5 The completed Proposal must be submitted online on or before the specified time. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

20. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of or concerning the Selection Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.

21. Award of work

After selection, a Letter of Award (the "LOA") shall be issued, by the Authority to the Selected Bidder and the Selected Bidder shall, on receipt of the LOA, sign and send the Letter of Acceptance of the LOA in acknowledgement thereof. In the event the Letter of Acceptance of the LOA duly signed by the Selected Bidder is not received within a week, the Authority may, unless it consents to extension of time for submission thereof, forfeit the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the Letter of Award, and the next Bidder may be considered.

22. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement with MDDA.

23. Miscellaneous

- 23.1. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Dehradun shall have exclusive jurisdiction

over all disputes arising under, pursuant to and/ or in connection with the Selection Process.

- 23.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - (a) suspend and/ or cancel the Selection Process and/ or amend and/ or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- 23.3. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 23.4. It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 23.5. The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
- 23.6. The payment will be made to the Bidder as per the actual work done and item wise measurement basis.
- 23.7. The Successful Bidder shall be responsible for the work allotted/construction carried out by successful bidder.

SECTION-II Scope of Work

CONDITIONS OF PARTICULAR APPLICATION

- 1) The instructions to the Bidders for submission of Tender are enclosed as above.

This Tender is being invited by Mussoorie Dehradun Development Authority for executing a part of the work for the subject job as per enclosed Schedule of Quantities (SOQ) as Annexure-2 for project Construction of HIG Housing Project of Mussoorie Dehradun Development Authority near ISBT Dehradun.

SCOPE OF WORK

Scope of work shall include “**Construction of HIG Housing Project of Mussoorie Dehradun Development Authority near ISBT Dehradun**” as per the Drawings, Specification and details set forth under this Tender document. And to obtain all approvals from statutory authorities for start to complete the work of “**Construction of HIG Housing Project of Mussoorie Dehradun Development Authority near ISBT Dehradun**” including furnishing, internal storage water supply, sanitary installations and internal electrical services etc.

The scope of work shall include obtaining necessary approvals including statutory approvals for any part of work which are required for the necessary completion of the project.” The bidder shall be responsible right through the entire duration of the Project for execution of all works till commissioning and handing over of project complete with all respects ready to move and shall remove all defects, if any, developed during Defects Liability Period (DLP).

The data given by the MDDA is only for information and guidance of the bidder who shall verify these data and shall be responsible for the overall execution of the project. MDDA shall not be responsible for the technicality/accuracy of the attachments. MDDA reserves the right to modify the scope of work as per the requirement of user department at any stage if necessary, without assigning any reason whatsoever. The Bidder shall visit the site also to examine whatever information he may require.

The responsibility of the Bidder shall include carrying out all the activities for the completion of the Project, which generally shall include the following, and any additional activities incidental to these:-

MDDA may in their absolute discretion issue further drawings and/or written instructions, details, directions and explanations, which are, hereafter collectively referred to as “MDDA’s instructions” in regard to:

- i) The variation or modification of the quality or quantity of works or the addition or omission or substitution of any work.
- ii) Any discrepancy in the drawings or between the Schedule of Quantities and/or drawings and/or specification.

- iii) The removal from the site of any defective material brought thereon by the Contractor and the substitution of any other material thereof.
- iv) The demolition removal and/or re-execution of any work executed by the Subcontractor/s.
- v) The dismissal from the work of any persons employed there upon.
- vi) The opening for inspection of any work covered up.
- vii) The rectification and making good of any defects under clauses herein after mentioned and those arising during the maintenance period (retention period) /defect liability period.
- viii) Royalty at the prevalent rates and all other incidental expenditure, if any shall have to be paid by the Contractor on all the materials like boulders, stone metals, earth, sand, bajri etc. collected by him for the execution of the work directly to the concerned revenue Authority of the Sate or Central Government. His rates are deemed to include all such expenditure and nothing extra shall be paid.

PERFORMANCE SECURITY

- a) The Successful Bidder shall within Fifteen (15) days of the acceptance of the LOA, execute a Performance Bank Guarantee as per contract, from a scheduled Commercial Bank, for an amount equivalent to the 5% of the accepted Contract Value, which shall be kept valid for the entire period of work and shall be refunded to the contractor soon after the completion of work and issuance of the completion certificate. The EMD of the successful Bidder shall be retained by MDDA until the Performance Bank Guarantee (PBG) is submitted.
The Performance Bank Guarantee of the successful Bidder will be invoked and forfeited if he fails to comply with any of the conditions of contract.

- b) The Contractor shall from time to time at the request of the MDDA suitably extend the validity of Performance Bank Guarantee as may from time to time be required by MDDA.

SECTION– III
Technical Specifications

1. The Work will be executed strictly in accordance with the CPWD specification corrected up to date at the time of tenders, unless specified to contrary.
2. Measurement of work will be done as per CPWD specification.
3. The Contractor shall not be entitled to any payments on account of work done till he signs the agreement and the same is accepted by the competent authority.
4. Actual quantities of completed and accepted work shall only be paid.
5. No claim shall be entertained on account of increase in price of material and wages of labour due to any cause whatsoever.
6. The Engineer-In-Charge reserves the right to take away any item of work or any part thereof at any time during the currency of work and re-allot to any other agency with due notice to the contractor without liability of any kind or payment of any compensation.
7. The contractor will be responsible for any and all losses of material damages done to unfinished works as result of floods and any other act of God. MDDA will not be responsible for any compensation as a result of such damages or loss to the contractor and the contractor shall be liable to set right such damages at his own cost the satisfaction of the Engineer-In-Charge.
8. Nothing extra will be paid to the contractor for any lead or lift unless otherwise specified for any material required directly or indirectly.
9. Nothing extra will be paid to the contractor for diverting water in the channels or streams if it becomes necessary for the execution and completion of the work.
10. Amount of the work can be increased or decreased due to any item omitted and substituted in accordance with the requirement of the project.
11. The Contractor shall be responsible for providing to the entire satisfaction of the Project Manager at his own expenses for the following amenities for all the labour employed by him:-
 - i) Suitable temporary hutting accommodation.
 - ii) Trench latrines, bathing enclosures, platforms separately for men and women and their regular cleanliness.
 - iii) Clean drinking water.

In event of his failure, the cost thereof shall be recovered from the contractor. Any dispute regarding above points shall be settled by the Engineer-In-Charge and his decision shall be final. Shall also follow all the Labour Laws.

12. For safe custody of materials and watch and ward thereof and proper double lock arrangement, the contractor shall be bound to follow the instruction of the Engineer-In-Charge.
13. The size of reinforced cement concrete and other structural member shall be measured and paid as per size provided in the structural drawings.
14. Error or omission, if any in the nomenclature rate or unit of the items or work shall be corrected as per CPWD schedule of Rates 2016.

Materials and testing of materials for quality:

15. The materials shall be subject to inspection and approval of the Engineer-In-Charge/Independent Engineer/Third Party. The contractor shall be required to get necessary tests carried out of materials / work from an approved laboratory.
16. Any building material will get tested at the cost of the contractor. The contractor will set up a site laboratory for testing of Coarse Aggregate, Fine Aggregate & Compressive Strength of Concrete, etc.

SECTION- IV
Schedule of Quantities

As per Annexure- 2

SECTION- V
Technical Proposal - Forms

FORM-I
Letter of Proposal
(On Bidder's letter head)

(Date and Reference)

To,

.....
.....
.....

Sub: SELECTION OF CONSTRUCTION OF HIG HOUSING PROJECT OF MUSSOORIE DEHRADUN DEVELOPMENT AUTHORITY NEAR ISBT DEHRADUN.

Dear Sir,

With reference to your Tender Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for Selection of Construction of HIG Housing Project of Mussoorie Dehradun Development Authority near ISBT Dehradun.

The proposal is unconditional and unqualified.

1. I/We acknowledge that the MDDA will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Bidder, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Bidder for the aforesaid Project.
3. I/We shall make available to the MDDA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of MDDA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last five years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

6. I/We certify that in the last five years, we or any of our Associates have not been blacklisted/ debarred/ termination of contract except for reasons of convenience of Client by any government/ government board/ corporation/ company/ PSU Company/ statutory body/ non-government in last 5 years.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the Tender Documents, including any Addendum issued by the Employer;
 - (b) I/We do not have any conflict of interest in accordance to the Tender Document;
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Bidder, without incurring any liability to the Applicants in accordance to the Tender document.
9. I/We declare that we/any member of Consortium, are is not a member of any other Consortium applying for Selection as a Bidder.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our associates or directors /managers/employees or against to be engaged team members.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Bidder or in connection with the Selection Process itself in respect of the above-mentioned Project.
14. I/We agree and understand that the proposal is subject to the provisions of the Tender document. In no case, shall I/we have any claim or right of whatsoever nature if work for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 120 (One Hundred Twenty Days) days from the PDD specified in the Tender.
16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in prescribed format.
17. In the event of my/our firm being selected as the Bidder, I/we agree to enter into an Agreement.
18. I/We have studied Tender Document and all other documents carefully. We understand that except to the extent as expressly set forth, we shall have no claim, right or title arising out of any documents or information provided to us by the MDDA or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Work.

19. The Financial Proposal is being submitted online along with the Technical Proposal separately digitally sealed. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the Tender Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the Tender Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Bidder)

FORM-II

Firm's References

Using the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

(i) Relevant services carried out in the last five years that best illustrate qualifications

Firm's Name:

Assignment Name:		Country:
Location within Country:		Key professional staff provided by your Firm/ (profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-months: Duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Rs.):
Name of Associated Bidders, if any:		No. of months of key professional staff provided by Associated Bidders:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

(ii) Particulars and Experience of firm(s)

Relevant services carried out in the similar to the assignment as described in Eligibility conditions, considered to best illustrate experience and capabilities of the firm format given below:

S. No.	Field of specialisation	Assignment Name	Name of Client	Project Cost in Rs.	Stage of Project execution on ground (initiated/ in progress/ completed)	Any other relevant information
1	2	3	4	5	6	7
1						
2						
3						
4						
5						

FORM-III

Team Composition & Task Assignments

Key Professionals

Sl. No.	Name	Proposed Position	Total experience (years)	Relevant experience in years
1.				
2.				
3.				
4.				
..				
..				

FORM-IV

Format of Curriculum Vitae (CV) for Proposed Key Professionals

Proposed Position: _____

Name of Firm: _____

Name of Expert: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications: _____

[Give an outline of expert member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by expert member on relevant previous assignments and give dates and locations. Use about half a page.]

Education: _____

[Summarize college/university and other specialized education of expert member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record: _____

[Starting with present position, list in reverse order every employment held. List all positions held by expert member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages: _____

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. If awarded the Contract, I undertake to work with this Firm only on this assignment.

[Signature of Key Professional]

[Signature of authorized representative of Firm]

Date: Day/Month/Year

Full name of Key Professional: _____

Full name of Authorized Representative: _____

FORM-V

Activity* (Work) Schedule

Sl. No.	Item of Activity (Work)	Weeks from start of the assignment (in the form of a Bar Chart)												Number of Weeks
		1	2	3	4	5	6	7	8	9	10	...		
		1	2	3	4	5	6	7	8	9	10	...	Number of months	
1.														Subtotal (1)
2.														Subtotal (2)
3.														Subtotal (3)
4.														Subtotal (4)

FORM-VII

Format for Annual Turnover as per the Audited Accounts Towards the qualifying experience

(Equivalent in Rs. Crores)

Bidder*	-----(<i>Name of Bidder</i>)				
FY	2016-17	2017-18	2018-19	Total	Average
Annual Turnover					
Certificate from the Statutory Auditor/Chartered Accountant					
<p>This is to certify that..... (<i>Name of the Bidder</i>) has Positive Net Worth and has received the payments and earned net profit and has Annual Turnover shown above against the respective years.</p> <p>Name of the audit firm/CA:</p> <p>Seal of the audit firm/CA:</p> <p>Date:</p> <p>(<i>Signature, name, registration no. and designation of the authorised signatory</i>)</p>					

- * Bidder should fill in details as per the row titled Annual turnover and net profit in the row below.

POWER OF ATTORNEY

Know all men by these presents, We, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./ Ms..... Son/Daughter/Wife and presently residing at....., who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as (.....) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the MDDA, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with MDDA in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with MDDA.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

In witness whereof we,the above-named Principal have executed this Power of Attorney on this Day of, 20.....

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney, Bidders may submit a General Power of Attorney notarized in India. However, at the time of negotiation it is mandatory to submit the Power of Attorney executed and issued overseas, legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

SECTION- VI
Financial Proposal – Forms

FORM FIN-I

[Location, Date]

To,

[Name & Address of Nodal Officer]

**Sub: SELECTION OF CONSTRUCTION OF HIG HOUSING PROJECT OF MUSSOORIE
DEHRADUN DEVELOPMENT AUTHORITY NEAR ISBT DEHRADUN.**

Sir,

We, the undersigned, offer to provide the services for the above assignment in accordance with your Tender vide advertisement dated [Date] for Selection of Construction of HIG Housing Project of Mussoorie Dehradun Development Authority near ISBT Dehradun.

2. We are hereby submitting our Financial Proposal for

3. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly follow the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988” and shall strictly follow all the Labour Laws and all the applicable Laws.

4. We have gone through the Tender documents and understand the terms and conditions. We understand that you are not bound to accept any proposal you receive.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of the Firm: _____

Address: _____

FORM FIN-II

Format for Financial Proposal / Price Bid

Name of the Bidder:

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Number#	Text#	Number#	Text#	Number#	Text#
Sl. No.	Item Description	Quantity	Units	Total Amount without Taxes	Total Amount in Words
1	2	3	4	6	7
1.	“SELECTION OF CONSTRUCTION OF HIG HOUSING PROJECT OF MUSSOORIE DEHRADUN DEVELOPMENT AUTHORITY NEAR ISBT DEHRADUN.”	1	Nos		
Total in Figures					
Quoted Rate in words					

ANNEXURE- 1

Site Plan



DRAFT MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made at Dehradun on thisday of, 20....

Between

Mussoorie Dehradun Development Authority (MDDA), having its office at Transport Nagar, Saharanpur Road Dehradun-248001, through its Secretary, hereinafter referred to as 'FIRST PARTY' of the First Part, which expression shall, unless repugnant to the context thereof, shall include its successor in office, administrators in interest, assigns etc. of the one part.

AND

..... having its office:-
....., Dehradun, through its, hereinafter referred to as 'SECOND PARTY' of the Second Part, which expression, shall, unless repugnant to the context thereof, include the successors in office, administrators in interest, assigns, executors etc. of the other part.

Whereas on the proposal of the First Party, the Second Party has agreed to carry out the construction of HIG housing at ISBT in Dehradun (hereinafter referred to as 'Project') as per the clauses laid down here below, having estimated cost of Rs. Lakh including other Charges but excluding GST as applicable which shall be paid by the First Party.

1. TERMS AND CONDITIONS

- 1.1 It is agreed that the estimated cost of Project is Rs. Lakh as indicated above based on the financial bid of the second party.
- 1.2 The First Party shall co-ordinate between various department (viz. Nagar Nigam, Mining, PWD, Irrigation Department, Jal Sansthan/Jal Nigam, BSNL, Peyjal Nigam, Police etc.) wherever/whenever required for smooth execution of Project with firm concept to commissioning.
- 1.3 The First Party shall provide space or demark the Site/ stretches for Construction of the housing units including external development as outlined in the DPR, wherever available.
- 1.4 For the purpose of Clause 3, the progress of Project shall be reviewed at least every month by the Inspection Committee formed by the Vice Chairman, MDDA. The minutes of such review shall be duly recorded by the Inspection Committee for records and for further reference.

- 1.5 The Second Party shall be wholly responsible for the safe keeping, security, protection of assets created etc. at the site and any loss or damage to the assets created.
- 1.6 The Second Party shall provide monthly physical and financial progress report of the project duly certified by its authorized officer.
- 1.7 The Second Party shall be responsible for ensuring the quality standards of all the material & works of the project. Accordingly in order to ensure quality standards, the Second Party shall ensure inspection and testing from advisors/ professional of repute and the reports of such inspections shall be submitted to the First Party. However, this being the responsibility of the Second Party, the First Party shall have a right to get quality standards checked from any of its officer(s) or any professional(s) or agency having experience in the field, and the Second Party shall cooperate and provide relevant information to the said officer(s) or professional(s).
- 1.8 The Second Party shall ensure that all materials and workmanship shall be of good quality conforming generally to accepted standards of Indian standards Specification and Codes.
- 1.9 The Second Party shall be wholly responsible for the safety and security of Road users, vehicles etc during the project period and shall in no way shift its such liability / burden to the First Party.

2. SCOPE OF WORK

- 2.1 The Second Party has to do construction of the group housing project at ISBT in strict adherence to the DPR provisioned to the second party by the first party. And in case of additional work in addition to the work not contained in the DPR, as entrusted by the First Party to the Second Party as per requirement of work, the same shall be measured extra and payment thereof shall be made accordingly by the First Party to the Second Party.
- 2.2 All the Provisions/Conditions of Section-II “Scope of Work” as mentioned in the Tender Document.

3. TIME FRAME AND PAYMENT SCHEDULE

The Second Party shall complete the project within 08 months as per the Time Schedule and phasing of the progress/completion of the project, except in the cases of force majeure, as under :-

S.No.	Item	No. of Months	Payment %
1.	On Date of Start of Work		10% (against Bank Guarantee)
2.	Percentage Achievement of Physical Progress upto 25%	02 Months	25%
3.	Percentage Achievement of Physical Progress upto 50%	04 Months	25%
4.	Percentage Achievement of Physical Progress upto 75%	06 Months	25%
5.	Percentage Achievement of Physical Progress upto 100%	08 Months	15%

- 3.1 The first Party will ensure adequate fund flow to the construction agency commensurate with physical progress as per schedule as indicated above and financial progress of previously released funds/last disbursement.
- 3.2 The Second Party shall strictly adhere to the above Work Schedule and in case of delay in the completion of work the punitive deduction @ 0.1% of the estimated cost every day shall be levied to the maximum period of one month and thereafter the deduction of 0.25% of the estimated cost per day shall be levied to the maximum period of another one month and in case still the Second Party does not comply with the work schedule, the First Party will be at liberty to proceed to invoke Termination Clause of this MOU.
- 3.3 Based on the performance of the Selected Bidder the construction duration may be extended for 2months + 2months at sole discretion of MDDA.
- 3.4 Fund to the agency shall be released on the basis of physical progress and utilization of previously released funds.

4. MODIFICATION

No modification, variation or amendment or the contract shall have no force until and unless such modification, variation or amendment is in writing and an addendum to this MOU to that effect is executed between the parties.

5. THIRD PARTY INSPECTION

MDDA will appoint Third Party Monitoring Agency for the inspection of quality of material, checking of bills, construction quality, etc. Successful Bidder shall have to cooperate with the Third Party for inspection purpose.

6. INDEMNIFICATION

- 6.1 The Second Party shall keep the First Party totally indemnified and harmless against all claims, dues, payments, fines, penalties, compensation, liabilities and other losses etc. which may incur on account of non-compliance or violation of any statutory provisions.
- 6.2 The Second Party shall keep the First Party harmless against all dues relating to EPF, ESI, workmen compensation, claim including other statutory levies and taxes relating to workers, labourers, supervisors, engineers etc. etc. and the Second Party shall be liable and responsible for all such claims. For all purpose and intent the workers, labourers, supervisors, engineers etc. engaged by the Second Party for carrying out the project, shall be deemed to be the workers/employees of the Second Party and the Second Party will be the Principal Employer in this respect.

7. DEFECTS AND DEFICIENCIES

- 7.1 The Second Party shall be liable and responsible for any defect in the construction of project of whatsoever nature intimated by the First Party to the Second Party even after handing over the project by the Second Party for a period of further three years and shall rectify the same to the satisfaction of the First Party within a period of 15 days from the date of intimation and in case of failure to do so, the First Party shall be at liberty to claim damages along with interest from Second Party through Dispute Resolution System and thereafter through Arbitration as laid down in this MOU.
- 7.2 Though the MOU is valid for 08 months only from the date of its execution, however, the parties hereby agree that for the purpose of defects/deficiency in the project work, this MOU shall remain in force for a further period of three years from the date of handing over the project by the Second Party to the First Party.

8. FORCE MAJEURE

Both the parties shall ensure due compliance with the terms of this MOU. However, no party shall be liable for any claim or any loss or damage what so ever arising out of failure to carry out the terms of the MOU to the extent that such a failure is due to force majeure events, such as war, rebellion, mutiny, civil, commotion, riot, accident, Act of God and any other reason beyond the control of concerned party. But any party claiming the benefit on this account shall reasonably satisfy the other party of the existence of such an event and give written notice within a reasonable time to the other party to this effect. The services shall be started as soon as practicable by the parties concerned after such eventuality has come to and or ceased to exist.

9. DELAY AND NEGLIGENCE

That any negligence, delay or deficiency in the progress of work, or lapse on the part of Second Party as intimated by the First Party to the Second Party, the same shall be rectified by the Second Party to the satisfaction of First Party within a period of 15 days and in case of failure by the Second Party to rectify the same within the said period/project or repetition of the said deficiency or delay, the First Party shall have the right to take back the entire project from the Second Party by terminating this MOU as per Termination Clause.

10. TERMINATION OF MOU

- 10.1. If the progress of the project does not match with the targets as set out in Clause 3 or the Second Party fails to rectify the defects as intimated by the First Party to the Second Party, within a period of 15 days or repetition of the said deficiency in the execution of work, the First Party shall be at liberty to terminate this MOU by giving fifteen days' Notice to the Second Party to show cause as to why the captioned MOU be not terminated and in case of failure to give reasonable and satisfactory reply, the First Party shall by a reasonable and speaking order terminate the MOU.
- 10.2 In case of termination of this MOU, the project shall stand withdrawn from the Second Party and the First Party shall be at liberty to allot the same to some other agency and in such case the Second Party shall peacefully handover the project to the said Agency as may be directed by the First Party immediately along with all the constructed portion and the building material on as is where is basis, tools and plants, designs, drawings and all other ,material / records etc. relating to the project so that the construction work / implementation of the project does not get adversely affected. In such event the Second Party shall refund the amount in proportionate to the incomplete work, as estimated by the First Party. No claim arising out of this exercise shall neither be raised by the Second Party nor shall be maintainable before any Forum of whatsoever nature.

11. DISPUTE RESOLUTION

Amicable Settlement

In case of any dispute, the parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this MOU or the interpretation thereof.

Dispute Settlement through Arbitration

In case the dispute having not been resolved amicably, the same shall be referred to the Sole Arbitrator appointed by the parties mutually. Both the parties agree that for the purpose of Arbitration the provisions of Arbitration and Conciliation Act, 1996 shall be applicable. Both the parties further agree that place of Arbitration shall be at Dehradun and the court of District Judge, Dehradun only shall have jurisdiction to adjudicate over the proceedings of Arbitration. Both the parties further agree that they shall not invoke the jurisdiction of Civil Courts to settle any grievance arising out of this MOU but shall proceed for the arbitration to settle their grievances as stipulated herein.

IN WITNESS WHERE OF parties hereto have set their hands through their authorized representatives, on this MOU and affixed their respective seals on date, month and year first above written in the presence of witnesses.

FIRST PARTY
Signature & Seal

SECOND PARTY
Signature & Seal

Witness:-1

Name and address

Witness:-2

Name and Address