

REQUEST FOR PROPOSAL (RFP)
FOR
PROVIDING ARCHITECTURAL & ENGINEERING
CONSULTANCY SERVICES
FOR
SETTING UP OF MODERN FOOD & DRUG TESTING
LABORATORY
AT
KATHUA, J&K
(SEPTEMBER, 2019)

RFP NO.: HITES/IDN/RFP/KATHUA/2019-20



HLL INFRA TECH SERVICES LIMITED
(A Fully owned Subsidiary of HLL Lifecare Limited)
A Government of India Enterprise
B 14 - A, Sector 62, Noida - 201307 (U.P)
Phone No.: 0120-4071500

TABLE OF CONTENTS

Sr. No.	Items	Page No.
1.	Disclaimer	2
2.	Section-I (Notice Inviting Bid)	4
3.	Section-II (Instructions To Consultants)	7
4.	Section-III (Terms & Conditions)	19
5.	Section-IV-Financial Bid	27
6.	Check List	28

DISCLAIMER

HLL Infra Tech Services Ltd. (HITES) has prepared this 'Request for Proposal' (RFP) document as Project Management Consultant of its Client for this project. The purpose of this RFP is to provide interested parties with information to assist in preparation of their bid.

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

Respondents to this RFP are required to make their own inquiries/surveys with respect to the subject of this RFP and will be required to confirm, in writing, that they have done so and that they did not rely solely on the information in RFP.

This RFP is neither an agreement, nor an offer or invitation to perform work of any kind to any party.

HITES reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the time-table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any respondent.

No reimbursement of cost of any type on any account will be paid to persons or entities submitting their Bid in response to this RFP.

HLL INFRA TECH SERVICES LTD. (HITES)
(A Fully owned Subsidiary of HLL Lifecare Ltd.)
A Govt. of India Enterprise
Infrastructure Development Division
B-14-A, Sector -62, NOIDA (U.P.)

Tender No. HITES/IDN/RFP/KATHUA/2019-20

Sealed Bids are invited from eligible Architects/ Architectural Firms for Providing Back-up Architectural & Engineering Consultancy Services for **Setting up of Modern Food & Drug Testing Laboratory at Kathua (J&K)**. The Bid documents shall be available online from 02.09.2019 at HITES website www.hllhites.com/tenders, <https://eprocure.gov.in>. The last date of submission of Bids is 12.09.2019 by 1500 hrs.

Prospective bidders are advised to regularly browse HITES website & CPP Portal for any Corrigendum/ Amendments, if any, issued subsequently. No separate advertisement will be published in this regard.

Vice President (ID)

SECTION-I

NOTICE INVITING BID (NIB)

1. BRIEF DESCRIPTION OF THE PROJECT:-

HITES wishes to appoint a Back-up Architectural Consultant for Providing Architectural & Engineering Consultancy Services for Setting up of Modern Food & Drug Testing Laboratory at Kathua (J&K).

The proposed lab facilities are to be designed in compliance with NABL/FSSAI/WHO/CGMP/ BIS/ ISO 9001/ ISO 17025/ OHSAS 18001. The tentative proposed built up area of the building shall be 1660 Sq.m (approx.)

PROJECT DETAILS:-

No.	Description	Details
1.	Name & Description of Work	Providing Back-up Architectural & Engineering Consultancy Services for Setting up of Modern Food & Drug Testing Laboratory at Kathua, J&K
2.	Estimated cost of the project	Rs. 14.20 Cr.
3.	Bid Security (EMD) amount	Rs. 25,000/- (Rupees Twenty Five Thousand only) *Exempted for MSME & NSIC
4.	Last date & time for submission of bids/ proposals	12.09.2019, 1500 hrs
5.	Date & time for opening of Bids	12.09.2019, 1530 hrs

TIME SCHEDULE

Sr. No.	Description of Activities	Duration
1.	Detailed Project Report (DPR) & Preparation of drawings for statutory approvals and detailed Architectural & Engineering drawings	45 Days
2.	Tendering	60 Days
3.	Construction Period	18 Months
4.	Defect Liability Period and obtaining final certification as per Scope of work	12 Months

2. ELIGIBILITY CRITERIA

- i. Architectural firms shall be in business of consultancy for a minimum period of **Five years**. The proprietor or one of the partner or a director in the case of Firm(s) should be registered with Council of Architecture (supporting documents towards employment and registration with Council of Architecture to be submitted with bid).
- ii. Average Annual Turnover of the firm(s) by way of Professional fees for Architectural Consultancy services for last three years duly audited by a Chartered Accountant should not be less than Rs. 25.00 Lakhs. (All financial information should be submitted with the bid)

- iii. The firm(s) should have executed/ should be executing consultancy services for at least one hospital/ laboratory building work during the last five years for an amount of not less than Rs. 10.00 Cr. The Letter of Award (LOA) must be provided as supporting document.
- iv. The firm should be in the integrated practice with disciplines of architecture, interior design, landscape design, structural consultancy, electrical services, mechanical services, firefighting, HVAC, environmental design, energy consultant, etc.
- v. Since the value of the work is small, the Architectural firm should have its Headquarter in Delhi/ NCR.

3. RFP documents consist of:

Part I: Technical Bid

- Section I: Notice Inviting Bid (NIB)
Section II: Instructions to Consultants
Section III: Terms & Conditions of Contract

Part II : Financial Bid

- Section IV: Financial Bid

4. PREPARATION OF BID: The bid for each work shall comprise of **TWO PARTS**

- i. **Technical Bid (Part I):** EMD, information/documents as per eligibility criteria shall form Part I of the Bid.
- ii. **Financial Bid (Part II):** Price quoted by the bidder in shall form Part II of the Bid.

5. POINTS TO BE NOTED:

- i. **Signing of Bid:** The authorized signatory of the bidder shall sign each page of the tender document.
- ii. In case of partnership companies/incorporated companies, the intending bidder shall submit a written Power of Attorney on non-judicial stamp papers duly notarized, authorizing the signatory/ signatories of the tender to commit the tender. In case of sole proprietary firm(s) the bidder shall submit affidavit of sole proprietorship on non-judicial stamp paper duly notarized.
- iii. Cancellation or change of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the Tender/Bid shall be communicated forthwith in writing by the bidder to HITES.

6. RESPONSIVENESS OF BID

A bid shall be declared non- responsive if:-

- i. It is not submitted in sealed envelope(s) in the prescribed manner.
- ii. It is not accompanied by envelope containing:
 - a. EMD
 - b. Details not meeting the Eligibility Criteria
 - c. The bid is conditional or carries material deviation from the prescribed conditions in RFP.

7. The successful bidder shall be required to execute a Contract agreement.

8. The offer must be delivered to the address below on or before 12.09.2019 by 1500 hrs. The bidders shall submit their bids in two parts i.e Technical Bid and Financial Bid. Technical bid is to be submitted in separate envelopes: Envelope-1 containing EMD, documents/information as per eligibility criteria given and Envelope-II consisting of Financial Bid. Each envelope will be marked in bold letters indicating its contents. Both the bids shall be placed in single sealed envelope duly super scribed **“Offer for Providing Architectural & Engineering Consultancy Services for Setting up of Modern Food & Drug Laboratory at Kathua (Jammu)**. The Technical bids submitted without EMD shall be treated non-responsive and shall not be opened.
9. The technical bids will be evaluated based on the eligibility criteria and responsiveness to the tender requirements. The financial bids of the eligible firm(s) whose bids are declared responsive shall only be opened. HITES reserves the right to reject any or all the offers without assigning any reason.

Vice President (ID)
HLL Infra Tech Services Limited
B-14-A, Sector-62, Noida-201307 (U.P)

SECTION II

INSTRUCTIONS TO CONSULTANTS

1. SCOPE OF WORK:-

- i. Site survey, soil investigation and site plan.
- ii. Concept plan and Detailed Project Report (DPR) in compliance with NABL/FSSAI/WHO/CGMP/ BIS/ ISO 9001/ ISO 17025/ OHSAS 18001.
- iii. Obtaining statutory approvals. Statutory fee to local bodies to be paid by the consultant and the same shall be reimbursed.
- iv. Bill of Quantities, Tender drawings and assistance to HITES by providing market rate analysis and quotations whatever required for schedule & non schedule items as per the direction of HITES.
- v. Good for Construction, detailed working drawings and structural drawings for execution of work.
- vi. Certify final completion of the work and obtain all the required completion certificates/NOCs from the various local authorities and furnish to HITES/Client the building completion certificate (in original) along with four sets of completion plans/drawings and other connected documents.

2. VALIDITY OF RFP

The RFP shall be valid for a period of 90 days from last date of submission of RFP.

- i. Extension of RFP Validity, if any shall be decided by HITES.
- ii. Prior to the expiry of the original RFP, HITES may request Bidders to extend the Bid Validity Period for a specified additional period.

3. AWARD OF CONTRACT- Criteria

HITES will award, the Contract to the Bidder/ Consultant, whose bid is found responsive, complete, in accordance with the RFP documents and subject to the following provisions:

- i. The bidders, whose bid is found responsive, complete and in accordance with RFP/ Bid document and whose financial bid on evaluation is found lowest.
- ii. In case, the financial bid of one or more bidders is found equal, then all such bidders shall be asked to submit sealed revised financial bids in the form of letter mentioning revised fee. But the revised fee, so quoted should not be higher than quoted at the time of submission of original bid. The lowest bidder shall be decided on the basis of revised offer. In case, any such bidder refuses to submit revised offer, then it shall be treated as withdrawal of his bid, before acceptance and the earnest money shall be forfeited.
- iii. If the revised financial bid of the two or more bidders is found to be equal, the lowest bid among such bidders shall be decided by draw of lots in the presence of the bidders who have quoted equal fee.
- iv. In case, if any bidder withdraws his tender/proposal before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to

Client/HITES, then HITES shall, without prejudice to any other right or remedy, be at liberty to forfeit entire earnest money absolutely.

4. HITES's RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS:

HITES reserves the right to accept or reject any offer, and to annul the process and reject all offers, at any time prior to award of Contract without thereby incurring any liability to the affected applicants. HITES has no obligation to inform the affected applicant(s) of the grounds for rejection of RFP.

5. NOTIFICATION OF AWARD:

- i. Prior to the expiry of period of validity/extended validity of the offer as prescribed in this bid document and as subsequently extended by the bidder, HITES will notify the successful bidder by e-mail and confirm in writing by registered post /speed post / courier, that his offer has been accepted.
- ii. The Letter of Award shall constitute a part of the contract.

6. EARNEST MONEY DEPOSIT:

Bid shall be accompanied with Earnest Money of Rs 25000/- in the form of demand draft of a scheduled bank issued in favour of "HLL Infra Tech Services Limited" Payable at New Delhi/ NOIDA or fixed deposit receipt or Banker's cheque or Bank Guarantee in favour of "HLL Infra Tech Services Limited" Payable at New Delhi/Noida as per Form provided at the end of this RFP, having validity for six months or more from the last date of receipt of tenders, first published in RFP. MSME registered consultants are exempted from EMD. The EMD will be refunded to the unsuccessful bidders within 15 days.

SECTION-III

TERMS AND CONDITIONS OF CONTRACT

1. NAME OF WORK:

Providing Back-up Architectural & Engineering Consultancy Services For Setting up of Modern Food & Drug Testing Laboratory at Kathua, J&K.

2. PAYMENT OF REMUNERATION

Fee payable to Consultant:-

HITES shall pay the Consultant the Consultancy fees subject to the rendering timely and satisfactory services. The payments made to the consultants shall be subject to deductions as per Indian Tax Laws.

The above fees shall be deemed to be inclusive of fees payable by the Consultant to any other sub-consultants and associates engaged by him, needed to accomplish the job and nothing extra, whatsoever, shall be payable by HITES. However, bills/ invoices of the sub-consultants shall be obtained in the name of the project/ HITES. The professional fees of the Consultant shall be inclusive of all cost related to visits to the site, attending meetings and conferences, making suitable presentations, stationery, provision of drawings, etc.

However, the above fee shall exclude:-

- i. Any other statutory charges incurred by the Consultant on behalf of HITES/ Client for obtaining required statutory approvals etc.
- ii. Fees / charges paid by Consultant on behalf of HITES/ Client for registration, obtaining approvals.
- iii. Fees/ charges paid by Consultant to Statutory Authorities /Local Bodies shall be reimbursed by HITES on submission of documentary proof and payment receipts from relevant Statutory Authorities/Local Bodies.
- iv. Fees/ charges for proof checking shall be borne by HITES and paid directly to the proof checking agency.

3. PAYMENTS TERMS

Payments Terms:-

Phase 1:- Pre-Construction Stage

Stage	Sl. No	Milestone	% Payment	Cumulative percentage payment
Stage 1	1	Site survey, soil investigation and site plan and Submission of DPR along with all relevant drawings, details, design brief, detailed estimates etc. and its approval by the Client	20%	20%
	2	Preparation of submission drawings for local bodies / authorities and approval from local bodies, EIA etc.	15%	35%
Stage 2	3	Preparation and submission of Bill of quantities (BOQ), Tender drawings, Providing market rate analysis with quotations etc.	15%	50%

Stage 2	4	Preparation and submission of “Good for Construction” working drawings and structural drawings and details required at site for execution of work.	20%	70%
---------	---	--	-----	-----

Phase 2-Construction & Post Construction Stage

Stage	Sl. No	Milestone	% Payment	Cumulative percentage payment
Stage-3	5	Pro-rata quarterly payment based on % progress of construction work of building plus other services.		
	(i)	50% Financial Progress of construction work	10%	80%
	(ii)	100% Financial Progress of construction work	10%	90%
Stage-4	6	100% completion, as built drawings, including all clearances and approvals including occupancy certificates from all concerned authorities as per RFP.	10%	100%

Note:

- All Miscellaneous additional details/ drawings, if required, for execution shall be issued within 15 days of requisition by HITES.
- Completion of scope of work for the consultant will be considered only after the completion of Stage 4.

The fees will be paid in installments as specified above. On completion of the work of any stage, the consultant shall submit his gross bill to the Project-in-charge in Triplicate. Admissible amounts, as assessed by the Project-in-charge, against invoice raised by the consultant on completion of various stages of the work shall as far as possible be paid within 20th working day after the day of presentation of the invoice by the consultant to the Project-in-charge or his authorized Engineer.

4. SECURITY DEPOSIT

The Consultant whose proposal may be accepted shall permit HITES at the time of making any payment to him, for work done under the contract, to deduct a sum at the rate of 5% of the gross amount of each running bill as Security Deposit. Such deductions will be made and held by HITES by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided, further, that the validity of bank guarantee shall be upto the Defect Liability Period of the project which will released after expiry of Defect Liability Period.

5. EXTENSION OF TIME

The time allowed for performance of the works as specified in the contract or the extended time in accordance with these conditions shall be the essence of the Contract. The performance of the works shall commence from such time period as mentioned in contract. The consultant shall be provided on demand necessary required documents/ information and certificates/undertakings by HITES. If the Consultant commits default in commencing the performance of the work as aforesaid, HITES shall without prejudice to any other right or

remedy available in law, be at liberty to forfeit the performance guarantee absolutely.

Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Consultant in writing within fourteen days of the happening of the event causing delay on the prescribed form to the authority as indicated in the contract. The Consultant may also, if practicable, indicate in such a request the period for which extension is desired.

HITES after satisfying himself about the reasonableness of grounds, may grant extension of time as in his opinion be justified and communicate the same in writing. The decision of VP (ID), HITES shall be final and binding in this regard. Whenever such extension of time is granted, it would be without prejudice to the rights of HITES to recover the liquidated damages from the consultant. Any extension of time granted as stated above shall neither entitle the Consultant to any claim for increase in their fees nor shall it release him from any of the obligations under the said agreement.

If the work(s) be delayed by:-

- a) force majeure, or
- b) serious loss or damage by fire, or
- c) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- d) Any delay in supplying the requisite documents and delay due to any cause beyond the control of the Consultant, or
- e) Any other cause which, in the absolute discretion of HITES is beyond the Consultants' control. Then upon the happening of any such event causing delay, the Consultant shall immediately give notice thereof in writing to the authority as indicated in the contract but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of HITES to proceed with the works.

Force Majeure

- i. War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut-down imposed by Government Acts or legislature or other authorities, stoppage in supply of materials, fuel or electricity, breakdowns of machinery, act of God, epidemics, fires, earthquakes, floods, explosions, accidents, sea navigation blockades or any other acts or events whatsoever which are beyond reasonable control and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered Force Majeure. The Consultants shall be granted necessary extension of time to cover the delay as caused by Force Majeure without any financial repercussions.
- ii. Should one or both parties be prevented from fulfillment of the contractual obligations by a state of force majeure, the two parties shall consult each other and decide regarding the future execution of the contract.

6. LIQUIDATED DAMAGES FOR DELAYS

If the consultant fails to maintain the required progress in terms of clause 5 or to complete the work and obtains completion certificate(s) from statutory authorities on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to HITES on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified (whose decision in writing shall be final and binding) may decide on the amount of contract value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified.

Compensation for delay of work

@ 1.5 % per month of delay

To be computed on per day basis

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the gross consultancy Fee or of the corresponding consultancy Fee of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the consultant under this or any other contract with HITES.

7. PERFORMANCE GUARANTEE

The successful bidder shall furnish to HITES a Performance Guarantee in the form of demand draft of a scheduled bank issued in favour of "HLL Infra Tech Services Limited" Payable at New Delhi/ NOIDA or fixed deposit receipt or Banker's cheque or Bank Guarantee in favour of "HLL Infra Tech Services Limited" @ of 5% of the consultancy fee payable to the Consultant from a Scheduled Commercial bank based in India in the prescribed format as given in the RFP, valid for the completion period or extended period if any. The Performance Guarantee shall be released after successful completion of the project.

Failure of the successful bidder to submit the required Performance Guarantee by due date, shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of EMD.

In case the time for completion of work gets enlarged, the Consultant shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned after Defect liability period, without any interest.

HITES shall not make a claim under the performance guarantee except for amounts to which HITES is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

- a) Failure by the Consultant to extend the validity of the Performance Guarantee as described herein above, in which event HITES may claim the full amount of the Performance Guarantee.
- b) Failure by the Consultant to pay HITES any amount due, either as agreed by the Consultant or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by HITES.

In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of HITES.

8. FORFEITURE OF PERFORMANCE GUARANTEE

In case the consultant fails to complete the work, HITES, without prejudice to rights and remedies available under the contract, shall forfeit and encash the Performance Guarantee Amount and credit it to HITES.

In case the bank goes in liquidation or for any reason is unable to make payment against the said Bank Guarantee the loss caused thereby shall be borne by the consultant. The consultant forthwith, on demand from HITES, shall make good the deficit.

9. DETERMINATION AND RESCISSION OF AGREEMENT

HITES without any prejudice to their right against the Consultant in respect of any delay by notice in writing, may absolutely determine the contract in any of the following conditions:-

- i. If the Consultant, being a firm/company shall pass a resolution or the court shall make any order that the firm/company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court to appoint a receiver or a manager or which entitles the court to make up a winding order.
- ii. If the Consultant commits breach of any of the terms of agreement.

When the Consultant has made himself liable for action under any of the clauses aforesaid, HITES shall have power:

- i. To rescind the agreement and forfeited the Performance Guarantee submitted by the consultant absolutely.
- ii. To engage another Consultant to carry out the balance work. The contract whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In any case in which any of the powers conferred upon HITES under this clause, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Consultant and the liability of the Consultant for compensation shall remain unaffected.

10. SUB-CONTRACTING & SUB-CONSULTANT

The Consultant shall not subcontract whole of the work. The Consultant shall not subcontract any part of the work without notifying and obtaining prior approval from HITES. The Consultant shall indicate the name of sub-consultants for various services like structural designs and labs designs with their organization details, qualification and experience of the main personals and shall obtain prior approval of HITES before their engagement for the consultancy. Such Sub consultant approved by HITES shall be associated from the preliminary drawing stage to the final design work. However, the consultant shall be fully responsible for the correctness and accuracy of the designs prepared by sub-consultants and shall indemnify HITES for damage or loss caused due to any negligence of sub-consultant(s). The copy of the agreement between sub-consultant and the consultant shall be submitted to HITES and in case the fees agreed between consultant and sub consultant are not paid to the sub-consultant in time as per agreement between them, HITES shall have a right to recover the disputed amount payable to the sub-consultant from the consultant's bills and shall keep the disputed amount in deposit till such time the dispute is resolved.

11. PROOF CHECKING OF STRUCTURAL DESIGNS

The Consultant shall get the design proof checked through any IIT/NIT or any agency nominated by HITES. The Consultant shall carry out any correction/ modifications as suggested by the said agency. The suggestions of the proof checking agency shall be binding on the Consultant. The fees for proof checking consultant shall be borne by HITES/Client.

12. QUALITY ASSURANCE

The Consultant shall ensure quality in his work. The documents and design/ drawings prepared by the Consultant shall correspond to the best practices and professional manner with respect to the required consultancy services.

13. OWNERSHIP OF THE DESIGNS AND DRAWINGS

All copyright and other proprietary rights in the Works shall vest and stand assigned to HITES and HITES shall consequently own, absolutely and exclusively on a worldwide basis, the whole of property, rights, title and interest including all copyright in the Works, present

or future, vested or contingent, generally and without limitation, for the whole term of the copyright, including the right to modify and/or make any alterations to the Works and all the above rights shall not lapse even if such rights are not exercised by HITES during the terms of the copyright and the Consultant shall be required/ obliged to execute any deeds/documents, as may be required or considered necessary, by HITES to give effect to and secure the above mentioned rights of HITES in the Works. For the purpose of this clause, the term "Works" shall include all "works" covered by the copyright 1957 including the design, DPR or documents prepared by the Consultant at the inception of, during the course of and until the completion of the Project and also includes any work created directly or indirectly in the performance of the obligations of the Consultant in connection with the Project.

The Consultant shall not use or allow anyone to use these drawings, designs, documents and software without the prior written permission of HITES and any such act without the permission of HITES shall constitute violation of Intellectual Property Rights.

All these drawings shall become the property of HITES and he shall have the right to use the same anywhere else. In that event, HITES shall pay a royalty to the Consultant on mutually acceptable basis. Such drawings and designs shall not be issued to any other person firm or authority or used by the Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except HITES and/or his authorized representatives.

14. ADDITIONS AND ALTERATIONS

- a) HITES shall have the right to request in writing for changes, additions, modifications or deletions in the design and drawings or any part of the work and to request in writing additional work in connection therewith and the consultant shall comply with such request.
- b) In the event of changes, alterations are due to Consultant's own commission and/or discrepancies including changes required for meeting the requirements of bye laws & BIS codes and specifications for design of buildings and their services and due changes required by consultants of all internal, external utilities and services, the Consultant shall not be compensated for such changes / alterations etc. The decision of HITES shall be final on whether the deviations and additions are substantial as requiring any compensation to be paid to the Consultant. However, for the minor modification or alteration which does not affect the entire design/planning etc., no amount will be payable.
- c) If it is found after call of tenders that the acceptable tender is not within the amount sanctioned, the Consultant may be required, if so desired by HITES, to make suitable alternative specifications for certain items of work to bring down the costs so that expenditure do not exceed the Preliminary Estimate by more than 5%. The consultant shall not be paid anything extra for such modification. If HITES is convinced that the trend of market rates is such that work cannot be done within the amount of approved estimate, the Consultant shall submit a revised estimate expeditiously for obtaining revised approval.
- d) The consultant shall not make any deviations, alterations, additions, to or omissions from the work shown/described and awarded to the contractor except through and with proper approval of HITES in writing.

15. ABANDONMENT OF WORK

- a) That if the consultant abandons the work for any reason whatsoever or becomes incapacitated from acting as Consultant as aforesaid, HITES shall forfeit/ encash the Performance Guarantee and the decision of COO/CEO, HITES shall be final and binding. HITES shall be at liberty to make full use of all or any of the drawings prepared by the

Consultant The Consultant shall also be liable to refund all the fees paid to him up to date plus such damages as may be assessed by HITES (Decision of COO/CEO shall be final and binding) subject to a maximum of 10% of the total fee payable to the consultant under this agreement including the recovery of liquidated damages.

- b) Provided, however, that in the event of the termination of the agreement under proper notice as provided in the contract agreement, the Consultant shall be liable to refund any excess payment made to him over and above which is due to him in accordance with the terms of this agreement, for the services rendered by him till the date of termination of contract agreement.

16. GENERAL

- i. The Consultant shall be fully responsible for the technical soundness of the work including those of specialists engaged if any, by him and also ensure that the work is carried out generally in accordance with drawings, specifications and his conception. Any deviations, if noticed by the consultant, should be brought to the notice of the Project-in-Charge immediately.
- ii. The Consultant hereby agrees that the fee to be paid as provided herein, in the contract agreement, will be in full discharge of functions to be performed by him and no claim whatsoever shall be made against the HITES in respect of any proprietary rights or copy right on the part of any other party relating to plans, models and drawings.
- iii. The consultants shall indemnify and keep indemnified the HITES against any such claims and against all costs and expenses paid by the HITES in defending himself against such claims.
- iv. The consultant hereby agrees that HITES shall have the right to take out any of the activities, which in the opinion of HITES is not being performed by the consultant with due diligence, and within the agreed time schedule, and which can be performed independently. The fees or the expenses incurred shall be debited to the consultant.
- v. Maintenance of Record: The consultant is required to maintain all records related to the project for a minimum period of 4 years after the issuance of Certificate of Virtual Completion.

17. ARBITRATION

All disputes or differences whatsoever arising between the parties to this contract shall be settled by arbitration. Claims / counter claims to be arbitrated upon shall be referred to a sole Arbitrator, to be appointed by the CEO/COO, HITES Ltd. The award made in pursuance thereof shall be binding on both the parties. Such arbitration shall be governed by the Indian Arbitration and Conciliation Act 1996 with amendments.

The venue of arbitration shall be Noida/Delhi or at the discretion of the Arbitrator and the Jurisdiction shall be under the Delhi High Court/Supreme Court of India.

It is hereby further agreed between the parties that the stamp duty payable under the law in respect of this agreement shall be borne by the Consultant.

SECTION-IV

FORMAT FOR FINANCIAL OFFER

(On the letter head of the Company)

Date:

To,
**Vice President (ID),
HLL INFRA TECH SERVICES LIMITED (HITES)
B-14A, Sector - 62
NOIDA- 201307 (U.P)**

Sub: Offer for “Providing Architectural & Engineering Consultancy Services for Setting up of Modern Food & Drug Testing Laboratory at Kathua, J&K”

Dear Sir,

Being duly authorized to represent and act on behalf of, and having reviewed and fully understood all the requirements of bid submission provided vide the RFP document dated Pertaining to the above mentioned work, we hereby provide our Financial Proposal for providing Comprehensive Architectural & Engineering Consultancy Services for this Project:

Consultancy Fee in Rupees (Lumpsum)	Rs.
GST@	Rs.
Total Consultancy Fee in Rupees (incl. GST)	Rs.
Total Consultancy Fee in Words	
<i>This fee shall be inclusive of all the direct and indirect taxes including Goods and Services Tax, Duties/ Cess etc. to be paid by the Consultant).</i>	

We agree to bind by this offer if we are selected as the consultant for this project.

For and on behalf of :

Signature :

Name of the Person :

Designation :

Instructions:

1. No conditions should be attached.
2. In case of difference between the words and figures, words would prevail.

(Should be submitted in a sealed envelope).

**Authorised Signatory
with Name, Date & Seal**

CHECKLIST

CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID

S. No	Name of Document	Mode of Submission
TECHNICAL PACKAGE (PART-I)		
1.	Form of Bid duly signed and filled as per format enclosed.	In Original in Envelope No. 1
2	Bid Security / EMD in favour of "HLL Infra Tech Services Limited" payable at Noida / Delhi	In Original in Envelope No. 2
3.	Bid documents, duly signed.	In Original in Envelope No. 3
4.	Documents as per eligibility Criteria	In Original in Envelope No. 3
FINANCIAL PACKAGE (PART-II):		
1	Financial Bid in separate sealed cover	In Original in Envelope No. 4

FORM OF BID

- Note: i. The Appendix forms part of the RFP
ii. Bidders are required to fill up all the blank spaces in this form of Tender and Appendix.

To

Vice President (ID)
HLL INFRA TECH SERVICES LIMITED (HITES)
B-14A, Sector 62
Noida - 201307 (U.P)

Having visited the Site and examined the Terms of Reference and the terms of the Architectural Services Contract attached thereto and the RFP for "Providing Consultancy Services for Setting up of Modern Food & Drug Testing Laboratory at Kathua (J&K)." I / We the undersigned offer to provide comprehensive Consultancy Services in conformity with the Terms of Reference, fixed fee as proposed and its stage payment structure and the terms & conditions of the Architectural Consultancy Contract attached thereto.

1. I / We undertake, I / We shall commence the work immediately on receipt of Letter of Award and to complete the whole of the Work comprised in the Contract within the Time Schedules mentioned therein from the date of issue of the Letter of Award.
2. If my / our Offer is accepted, I / we will furnish a Bank Guarantee for Performance as security for the due performance of the Contract @ of 5% of the contract amount as detailed in Form-D.
3. I / We declare and confirm that no agent, middleman or any intermediary has been, or will be engaged to provide any services, related to the award of this Contract. I / We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the offer price does not include any such amount. I / We acknowledge the right of HITES that if it finds our declaration to the contrary, it can declare our Offer to be non-compliant and if the Contract has been awarded to us then declare the same as null and void.
4. If consultancy is offered to us I / we understand that I /we, am / are to be held solely responsible for the due performance of the Contract.

Dated this.....day of.....2019

Signature

Name..... in the capacity of

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

Address

Witness

Signature

Name

Address

Occupation

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

In consideration of M/s HLL Infra Tech Services Limited, B-14-A, Sector-62, Noida -201307, (herein after called HITES) , having offered to accept the terms and conditions of the proposed agreement between HITES (which expressions shall include his success and assigns) and M/s _____ (hereinafter referred to as "the said Consultant (s)", which expression shall include his successor and assignees) for the work of " _____ " a Contract No _____ in terms inter alia, of the _____ Letter No. _____ dated _____ and the General Conditions of Contract and upon the condition of the Consultant's furnishing Security for the performance of the Consultant's obligations and discharge of the Consultant's liability under and in connection with the said Contract upto a sum of Rs. _____ (Rupees _____ only) amounting to _____ percent of the total Contract value.

1. We, _____ (hereinafter called 'The Bank' which expression shall include its successors and assignees) hereby jointly and severally undertake to guarantee the payment to HITES in rupees forthwith on demand in writing and without protest or demur or any and all moneys payable by the Consultant to HITES in respect of or in connection with the said Contract inclusive of all HITES's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by HITES to the Bank with reference to this guarantee upto an aggregate limit of Rs. _____ (Rupees _____ only).
2. We _____ Bank Ltd. further agree that HITES shall be sole judge of and as to whether the said Consultant has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by HITES on account thereof and the decision of HITES that the said Consultant has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by HITES from time to time shall be final and binding on us.
3. HITES shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other Security in respect of the Consultant's obligations and liabilities hereunder or to vary the Contract or the work to be done there under vis-a-vis the Consultant or to grant time or indulgence to the Consultant or to reduce or to increase or otherwise vary the prices of the total Contract value or to release or to forbear from enforcement of all or any of the Security and/or any other Security(ies) now or hereafter held by HITES and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Consultant or release or forbearance whatsoever shall absolve the bank of the full liability to HITES hereunder or prejudice the rights of HITES against the bank.
4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Consultant but shall in all respects and for all purposes be binding and operative until payment of all monies payable to HITES in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the Consultant stopping or preventing or purporting to stop or prevent any payment by the Bank to HITES in terms hereof.
6. The amount stated in any notice of demand addressed by HITES to the Bank as liable to be paid to HITES by the Consultant or as suffered or incurred by HITES on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to HITES or suffered or incurred by HITES as the case may be and shall be payable by the Bank to HITES in terms hereof.

7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of HITES and liabilities of the Consultant arising upto and until midnight of_____.
8. **This guarantee is valid till _____(date to be mentioned) (completion period plus extended period, if any)**
9. This guarantee shall be in addition to any other guarantee or Security whatsoever that HITES may now or at any time anywise may have in relation to the Consultant's obligations/or liabilities under and/or in connection with the said Contract, and HITES shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which HITES may have or obtain and no forbearance on the part of HITES in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its full liability hereunder.
10. It shall not be necessary for HITES to proceed against the said Consultant before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any Security which HITES may have obtained or obtain from the Consultant shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealised.
11. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of HITES in writing and agree that any change in the constitution of the said Consultant or the said bank shall not discharge our liability hereunder.
12. We_____ the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.
13. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs._____ (Rupees_____) and this guarantee shall remain in force till_____ and unless a claim is made on us within 3 months from that date, that is before _____ all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities there under.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the _____day of _____2019 being herewith duly authorized.

For and on behalf of

The.....Bank.

Signature of Authorized Bank official

Name.....:

Designation.....:

Stamp/Seal of the Bank:

Signed, sealed and delivered

for and on behalf of the

Bank by the above

Named_____in

The presence of:

Witness 1.

Signature

Name

Address

Witness 2.

Signature

Name

Address

FORMAT FOR EMD/ BID SECURITY BANK GUARANTEE

(To cover payment of Bid Security and Conditions of Contract)

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

To

Dear Sir,

In consideration of your agreeing to accept Bank Guarantee for Rs.

(Rupees) in lieu of payment from M/s having its /their registered office at(hereinafter called the Bidder) towards Bid Security in respect of your Tender no. calling for Tender forat and for due fulfilment of the terms and conditions of the said Tender, we hereby undertake and agree to indemnify and keep you indemnified to the extent of Rs (Rupees).

In the event of any loss or damages, costs, charges or expenses caused to or suffered by you by reason of any breach or non-observance on the part of the Bidder of any terms and conditions of the said Tender, we shall on demand and without cavil or argument, and without reference to the Bidder, irrevocably and unconditionally pay you in full satisfaction of your demand the amounts claimed by you, provided that our liability under this guarantee shall not at any time exceed Rs(Rupees).

This guarantee herein contained shall remain in full force and till you finalise the Tender and select the Tender as per your choice and it shall in the event of the said Bidder being selected and entrusted with the said work, continue to be enforceable till the said Bidder executes the Agreement with you and commences the work as stipulated under the terms and conditions of the said Tender have been fully and properly carried out by the said Bidder and accordingly discharges the guarantee.

We also agree that your decision as to whether the Bidder has committed any breach or non-observance of the terms and conditions of the said Tender shall be final and binding on us.

We undertake to pay the Consultant any money so demanded by the Consultant notwithstanding any dispute or disputes raised by the Consultant(s) in any suit or proceedings pending before any Court or Tribunal relating thereto, our liability under this present being absolute and equivocal.

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

This guarantee shall continue to be in full force and effect for a period of **120** days from the date of submission of Bid. Notwithstanding the above limitations, we shall honour and discharge the claims preferred by you within thirty days of expiry of this guarantee.

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

Dated this day of

Yours faithfully,

For and on behalf of

The.....Bank.

Signature of authorized bank official

Name:

Designation:

Stamp/Seal of the Bank:

FORM OF CONTRACT AGREEMENT

This agreement made on this _____ day of _____ Two Thousand between M/s HLL Infra Tech Services Limited, B-14-A, Sector-62, Noida -201307 (hereinafter referred to as "HITES") which expression unless excluded by or repugnant to the context shall include their successors and assignees of the first part, and, M/s. _____ having their Registered Office at _____ (Hereinafter referred to as Consultant) which expression unless excluded by or repugnant to the context, shall include their successors and assignees of the second part.

Whereas HITES, on behalf of Govt. of J&K, **Providing Architectural & Engineering Consultancy Services for Setting up of Modern Food & Drug Testing Laboratory at Kathua, J&K** in accordance with the general requirements and conditions hereinafter appearing and whereas the Consultant has agreed to perform the same.

Whereas the work has been awarded to M/s _____ vide letter of Award No. _____ dated _____.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read in conjunction with this agreement and construed as part of this agreement:-

i. Part I: Technical Bid

- | | |
|--------------------|---|
| Section I | : Notice Inviting Bid (NIB) |
| Section II | : Instructions to Bidder (Including Annexure) |
| Section III | : Terms & Conditions of Contract |

ii. Part II: Financial Bid

- | | |
|-------------------|-----------------|
| Section IV | : Financial Bid |
|-------------------|-----------------|

iii. Amendments/Clarifications:

All Amendments/Corrigendum and clarifications issued, if any, before the last date of receipt and opening of the bids.

3. In consideration of the payments to be made by HITES to the Consultant as hereinafter mentioned, the Consultant hereby covenants with HITES to execute and complete the Project by _____ (stipulated date of completion).
4. HITES hereby covenants to pay the Consultant in consideration of Providing Architectural & Engineering Consultancy Services.
5. **Providing Architectural & Engineering Consultancy Services for Setting up of Modern Food & Drug Testing Laboratory at Kathua, J&K** to HITES at a total Lump sum Consultancy Fees Rs _____ inclusive of all direct & indirect taxes and GST as applicable, subject to the rendering timely and satisfactory services stated in the Letter of Award subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

6. Obligation of the Consultant

The Consultant shall ensure full compliance of all the central/ state Government tax laws with regard to this Contract and shall be solely responsible for the same. The Consultant shall fully indemnify HITES for any liability of tax (including GST), interest, and penalty etc. arising out of this Contract or in respect thereof.

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

For and on behalf of the Consultant

For and on behalf of HITES

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Consultant

Stamp/Seal of HITES

SIGNED, SEALED AND DELIVERED

Witnesses:-

By the said

By the said

Name _____

Name _____

on behalf of the Consultant in the presence of:

on behalf of HITES in the presence of:

Witness Signature _____

Witness Signature _____

Name _____

Name _____

Address _____

Address _____

Note: - Any clarifications, amendments issued before the last date of submission of the bids, letters of negotiations with successful bidder and the LOA, etc. deemed to form and be read in conjunction with this agreement and construed as part of this agreement

FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

(On a duly notarized non judicial stamp paper of appropriate value)

Know all men by these presents, we (Name of the Tenderer and address of their registered office) do hereby constitute, appoint and authorize Mr / Ms.....(name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Project and submission of all documents and providing information / responses to ____ ____, representing us in all matters before ____ ____, and generally dealing with ____ ____ in all matters in connection with our proposal for the said Project. His/ Her three specimen signatures are as given below:

.....

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

In witness whereof Mr / Ms of the company / firm/Proprietorships acting for and on behalf of company/ firm/Proprietorships has signed this power of attorney at..... on this 2018.

Signed by Director/ Head/ Proprietor of the Firm

GUARANTEE REGARDING TECHNICAL SOUNDNESS OF THE WORK

(On a duly notarized non judicial stamp paper of appropriate value)

- a) We/ The Consultants guarantee that the Services as specified/described under the scope of work in this Agreement, and technical documents are in accordance with sound and established engineering practices, using Indian Codes and Regulations and wherever applicable, International Standards, for the purpose(s) specified, free from defects and suitable for respective uses intended.
- b) We/ The Consultants are liable to HITES for the performance of services in accordance with the provision of this Agreement and for loss suffered by HITES as a result of default of the Consultant in such performance.
- c) We/ The Consultants agree to redesign any portion of architectural, engineering and design work, which due to our deficiency to use a reasonable degree of skill is found defective within two years from the date of start of regular use of the portion of the work affected. HITES shall grant right of access to the consultant, of this portion of the work claimed to be defective for inspection.
- d) HITES may make good the loss by recovery from the dues of the consultant in case of failure to comply with the above clause.

Signed & Sealed by Authorized Representative of the Firm