

HLL INFRA TECH SERVICES LTD. (HITES)
As
Executing Agency
on behalf of
Ministry of Health & Family Welfare (MoHFW)
Invites Tender
for
“Dismantling of Existing Dilapidated Structures and
Boundary Wall near Super Specialty Block at IMS, BHU,
Varanasi.”

Tender No.- HITES/IDN/BHU/PCA/2023-24

Tender Documents
(2023)



B-14 A, SECTOR 62
NOIDA, UP 201 307
PH.: 0120 4071 500 FAX: 0120 4071 513

www.hllhites.com

MINISTRY OF HEALTH & FAMILY WELFARE (MoHFW), Govt. of India
NOTICE INVITING TENDER

“Dismantling of Existing Dilapidated Structures and Boundary Wall near Super Specialty Block at IMS, BHU, Varanasi”

Tender No.- HITES/IDN/BHU/PCA/2023-24

Date: 30.11.2023

HLL Infra Tech Services Ltd. (HITES), B-14 A, Sector-62, Noida-201307, as Executing Agency of Ministry of Health & Family Welfare (MoHFW), Government of India invites bids through Single bid system from eligible Agency/ Firms for carrying out work of Dismantling of Existing Dilapidated Structures and Boundary Wall near Super Specialty Block at IMS, BHU, Varanasi as per details given below:-

Name and Description of work	Estimated cost in Rs. in Lakhs	Completion period of Work	Last date of submission of bids	Bid Security (EMD) amount (in Rs.)
Dismantling of Existing Dilapidated Structures and Boundary Wall near Super Specialty Block at IMS, BHU, Varanasi	10.73 Lakhs	15 days	06.12.2023 Up to 11:30 Hrs.	Rs. 21,500/-

The bid document shall be available online from 29.11.2023.

For submission & other tender details, please refer detailed NIT available on websites

www.hllhites.com, e-Procurement System at NIC's (CPP Portal)
<https://etenders.gov.in/eprocure/app>

Corrigendum/amendments etc., if any, will be notified on these websites only and separate advertisement will not be made for the same

HITES reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever.

The bidders are required to upload all documents in CPPP Website i.e. www.etenders.gov.in and www.hllhites.com duly stamped & signed in all documents by the authorized representative in the office of The Associate Vice President (ID) M/s HLL Infra Tech Services Ltd. (HITES), B-14A, Sector – 62, NOIDA (UP):

EMD/Tender Document Fees: EMD as per the tender conditions shall be paid separately, through RTGS/ NEFT transfer in the following HITES A/c details:

Bank: HDFC Bank Limited, Sector-18, Noida,
Current Account No.: 57500000119955
IFSC Code: HDFC0000088

HITES reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever.

Associate Vice President (ID)

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DISCLAIMER

This document has been prepared by HLL Infra Tech Services Ltd. (HITES), (A Subsidiary of HLL Lifecare Limited, A Government of India Enterprise) as Executing Agency on behalf of Ministry of Health & Family Welfare (MoHFW) for Pre-investment activities of Proposed Construction of National Centre of Ageing at IMS, BHU, Varanasi for the Project. The information is provided to prospective Bidders, who are interested to Bid for "*Dismantling of Existing Dilapidated Structures and Boundary Wall near Super Specialty Block at IMS, BHU, Varanasi*".

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

The purpose of this document is to provide interested parties with information to assist the preparation of their Bid. While due care has been taken in the preparation of the information contained herein, and believe it to be complete and accurate, neither any of their authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

Further, HITES do not claim that the information is exhaustive. Interested parties are required to make their own inquiry/ survey and will be required to confirm, in writing, that they have done so and they did not rely solely on the information given herein.

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

No reimbursement of cost of any type or on any account will be made to persons or entities submitting their Bid.

General information

Check List for Contractors for Submission of Bids

1. The bidders should read complete Tender Documents, including all the instructions very carefully, before quoting the rates.
2. The bidders shall quote the rate for complete scope of work in the financial bid in both words and figures.
3. The bidders shall quote his rates keeping in mind the scope of work, specifications, terms and conditions, additional conditions and special conditions etc. and nothing extra shall be payable whatsoever unless otherwise specified.
4. The successful bidder on achieving L-1 status shall also furnish performance guarantee of 5% of the tendered amount in addition to the other deposits mentioned elsewhere in the contract for proper performance of the agreement. The performance guarantee shall be in the shape of DD/FDR or Bank guarantee as per Performa given in Form C.
5. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney should be produced with the tender and it must be disclosed that the firm is duly registered under the Indian Partnership Act-1952.
6. The bidder shall quote their rates considering all prevalent taxes/ cess like GST, Workers Cess or any other tax on material / work as applicable and nothing extra shall be paid to the contractor on this account. HITES shall deduct workers cess, any other tax as applicable, from the RA bills & final bill. However, the contractor shall pay GST to the concerned authorities directly, TDS as applicable shall be deducted from all bills of contractor.
7. The conditional tender will not be entertained at all and bid shall be summarily rejected.
8. Bid documents submitted by intending bidders shall be opened, only of those bidders, whose tender fees and EMD deposited with HITES and other documents are found in order.

SECTION I

NOTICE INVITING TENDER (DETAILED NIT) & INSTRUCTION TO BIDDERS

M/s HLL Infra Tech Services Ltd. (HITES)

(A Government of India Enterprise)

As Executing Agency on behalf of Ministry of Health & Family Welfare (MoHFW)

- 1.1. HLL Infra Tech Services Ltd. (HITES), B-14 A, Sector-62, Noida-201307, as Executing Agency of Ministry of Health & Family Welfare (MoHFW), Government of India invites bids through Single bid system from eligible bidders for carrying out work of Dismantling of Existing Dilapidated Structures and Boundary Wall near Super Specialty Block at IMS, BHU, Varanasi.
- 1.2. The estimated cost of work is as given in Table - I. The Associate Vice President (ID) M/s HLL Infra Tech Services Ltd. (HITES) (A Subsidiary of HLL Lifecare Limited, A Government of India Enterprise), will deal with all the matters relating to invitation of tenders. Any clarification shall be sought from The Associate Vice President (ID), HITES, B-14A, Sector – 62, NOIDA (UP) -201307, on courier/fax no. : 0120-4071513. The NIT and other details are available on the CPPP website and HITES website www.hllhites.com/tenders/.

TABLE – I

No.	Description	Details
1	Tender No.	Tender No.- HITES/IDN/BHU/PCA/2023-24 Date: 30.11.2023
2	Name & Description of Work	Dismantling of Existing Dilapidated Structures and Boundary Wall near Super Specialty Block at IMS, BHU, Varanasi
3	Location	BHU, Varanasi
4	Estimated cost put to bid	Rs.10.73 Lakhs
5	Completion period of work	15 days
6	Bid Security (EMD) amount	Rs.21,500/-
7	Tender/ Bid Processing Fee to HITES	NIL
8	Details of Bank Account for EMD	Bank: HDFC Bank Limited, Sector-18, Noida, Current Account No.: 57500000119955 IFSC Code: HDFC0000088
9	Date of availability of Bid documents on line.	30.11.2023
10	Last date for submission of bids	06.12.2023 at 11:00 (IST)
11	Date & time for opening of Bids	07.12.2023 at 11:30 (IST)

Note:

- a. Bank Details of HLL Infra Tech Services Ltd. is as under for the purpose of preparation of Bank Guarantee only:

Name of Beneficiary: HLL Infra Tech Services Ltd.

Bank: HDFC Bank Limited, Sector-18, Noida,

Current Account No.: 57500000119955

IFSC Code: HDFC0000088

1.3. **Eligibility Criteria**

The Agency/ Firms shall be in business for a minimum period of Seven (7) Years and the bidders should meet the following minimum eligibility criteria:

Should have satisfactorily completed "Civil/Construction Work in PSU/ Government Sector or Private Sector " during the last 7 (seven) years ending last day of the month previous to one the in which tenders are invited including extended date if any.

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

Or

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

Or

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

Similar work shall mean works of: Any civil works

The following shall also be considered while assessing the eligibility of the bidder:

- (i) The bidder should be an Indian firm
- (ii) Experience should be in the name of the bidding company and not in subsidiary/ associate company/ Group Company etc.
- (iii) Bid submitted as Direct / indirect Joint Ventures (JV)/ Consortium/Special Purpose Vehicles of whatsoever kind are not accepted.
- (iv) Similar work executed in any Joint Venture / Consortium will also be considered in proportion to the value of work of the partner as per JV / Consortium agreement.
- (v) The value of executed works shall be brought to current costing level by enhancing the actual executed value of work at simple interest rate of 7% per annum; calculated from the date of completion to previous day of last date of submission for bids.
- (vi) Own works / work under the same management / own certification of the bidder shall not be considered.

1.4. **GENERAL TENDER TERMS & CONDITIONS FOR E-PROCUREMENT**

- 1) This tender is being published online in Government e-Procurement portal <https://etenders.gov.in/e procure/app>.
- 2) Bid documents including the Bill of Quantities (BoQ) can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/ extension regarding this e-tender shall be uploaded on this website i.e. <https://etenders.gov.in/e procure/app>.
- 3) The NIT, corrigendum/extension will also be published in our company website, URL address: <http://www.hilhites.com/tender>
- 4) The tendering process is done online at Government e-Procurement portal (URL address: <https://etenders.gov.in/e procure/app>). Aspiring bidders may download and go through the tender document.
- 5) All bid documents are to be submitted online and in the designated cover(s)/ envelope(s) on the Government e-Procurement website. Tenders/bids shall be accepted only through online mode on the Government e-Procurement website and no manual submission of the same shall be entertained. Late tenders will not be accepted.

- 6) Bidders are advised to go through "Bidder Manual Kit", "System Settings" & "FAQ" links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal.
- 7) Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications/any corrigendum in the Tender Enquiry Document.
- 8) The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Government e-Procurement Portal.

8.1 Registration

- a) Bidders are required to register in the Government e-procurement portal, obtain 'Login ID' & 'Password' and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>), by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
 - b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
 - c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
 - d) They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The bidders are required to have Class III-B (signing & encryption) digital certificate from the authorized digital signature Issuance Company. Please refer online portal i.e. - <https://etenders.gov.in/eprocure/app> for more details.
 - e) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.
 - f) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/ e-Token.
 - g) The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/ She have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.
 - h) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.
 - i) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
 - j) Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender.
- 9) Searching for Tender Documents
- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Form of Contract, Location, Date, Value etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization.

- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

10) Preparation of Bids

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/ XLS/ RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
- e) Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

11) More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>.

12) Tenderers are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

13) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24x7 Help Desk details are as below:

For any technical related queries please call at 24 x 7 Help Desk Number: 0120-4001 062, 0120-4001 002, 0120-4001 005, 0120-6277 787 (country code +91)

E Mail Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - support-eproc@nic.in, Policy Related - cphp-doe@nic.in

14) Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject while emailing any issue along with the contact details.

15) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender. Address for communication and place of opening of bids:

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

16) The bids shall be opened online in the presence of the Bidders/ their authorized

representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.

- 17) More details can be had from the Office of the Tender Inviting Authority during working hours. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.
- 18) A firm/ bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.

19) Online Tender Process:

The tender process shall consist of the following stages;

- i. Downloading of tender document: Tender document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/e procure/app>). However, tender document fees shall be payable as stipulated in this tender document.
- ii. Publishing of Corrigendum: All corrigenda shall be published on Government e-procurement portal (URL: <https://etenders.gov.in/e procure/app>) and HITES website (URL address: <http://www.hllhites.com/tender>) and shall not be available elsewhere.
- iii. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on Government e-procurement portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- iv. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- v. Opening of Financial Bids: Bids of the qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

20) EMD:

EMD as per the tender conditions shall be paid separately, through RTGS/ NEFT transfer in the following HITES A/c details:

**Bank: HDFC Bank Limited, Sector-18, Noida,
Current Account No.: 57500000119955
IFSC Code: HDFC0000088**

- 21) Document of the above transactions completed successfully by the bidder, shall be uploaded separately while submitting the bids online.

Note: Any transaction charges levied while using any of the above modes of payment has to be borne by the bidder. The bid will be evaluated only if payment is effective on the date and time of bid opening.

- 22) HLL Infra Tech Services Limited does not bind themselves to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the bidders.
- 23) HLL Infra Tech Services Limited reserves to themselves the right of accepting the whole or any part of the tender and bidder shall be bound to perform the same at his quoted rates.
- 24) Conditional bids and bids not uploaded with appropriate/desired documents may be rejected out rightly and decision of HITES in this regard shall be final and binding.

25) Submission Process:

For submission of bids, all interested bidders have to register online as explained above in

this document. After registration, bidders shall submit their Technical bid and Financial bid online on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>) along with tender document fees and EMD / Bid Security.

Note:-

It is necessary to click on "Freeze bid" link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

- 26) The Bidders is advised to visit and inspect the site at his own cost and responsibility to secure all necessary information which may be required for preparation of Tender Rates and for completing the work. Ignorance of site conditions or local information shall not be considered as an excuse for non-performance of the contract. All costs, charges and expenses that may be incurred by the Bidder in connection with preparation of his tender shall be borne by him and HITES will not accept any liability whatsoever in this regard. The contractor shall coordinate for site inspection with HITES officials as per details given below:

- i. Sh. Shashank Khare – Manager, Mob. No. 9451221144**
- ii. Sh. Grijesh K. Sharma, Project Manager, Mob. No. 9873484600**

- b. The tender document shall be submitted along with detailed program and targets of completion of each item of work.
- c. The Bidder shall provide details of deployment of manpower, machinery, plant and equipment.
- d. The Bidder shall submit the Bio-Data of key personnel to be deployed at site.
- e. If deemed necessary, the HITES through its authorized representative shall carry out inspection of the laboratory facilities and equipment to satisfy itself about the Bidder's capability to carry out the desired work.

2.1 BID Documents :

2.1.1 Contents of BID Documents

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

2.1.2 Amendment to BID Document

- i. At any time prior to the deadline for the submission of Bids, HITES, may, for any reason, whether at its own initiative or in response to a clarification or query raised by prospective Bidders, modify the BID document by an amendment.
- ii. The said amendments in the form of the addendum/corrigendum will be made available on the HITES website www.hllhites.com and CPP portal <https://etenders.gov.in> not later than 3 days to the original or extended deadline for the submission of the bids. The uploading of the said amendments shall be binding of the bidders. The Bidders are strongly advised to regularly visit above websites to ensure that they are aware of the amendments. The addendum (s) / corrigendum (s) issued will form part of the BID documents.
- iii. In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the HITES may, at its discretion, extend the deadline for the submission of Bids.

2.1.3 Preparation of Bid:

a) Bidder's responsibility:

- i. The Bidder is solely responsible for the details of his Bid and the preparation of Bids.

- ii. The Bidder is expected to examine carefully all the contents of BID document as mentioned in Notice Inviting Bids including instructions, conditions, forms, terms, etc. and take them fully into account before submitting his offer. Bids, which do not satisfy all the requirements, as detailed in these documents, are liable to be rejected as being unresponsive.
- iii. **The Bidder shall be deemed to have inspected the Site and its surroundings and taken into account all relevant factors pertaining to the Site, while preparing and submitting the Bid.**

b) Project Inspection and Site Visit

Any Site information and drawings given in this Bid Document is for guidance only. The Bidders are instructed to visit and examine the Site of works and its surroundings, understand the scope of work at his/their cost and obtain at his/their own responsibility, any information that may consider necessary for preparing the Bid and entering into a Contract with HITES, including availability of electricity, water and drainage.

The HITES shall not be liable for such costs, regardless the outcome of the selection process.

The tenderer may obtain all necessary information as to risks, contingencies & other circumstances (insurgencies etc.) which may influence or affect their tender. Tenderer shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all respect before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained / payable by the HITES/Client at a later date.

Interested bidders may contact HITES representative (Refer Table I in NIT) for site visit and/or for seeking any details regarding execution of proposed work.

Before submitting a Bid, the Bidder shall be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates entered in the Price Bid document are adequate and all-inclusive for the completion of work to the entire satisfaction of the Employer/Owner

The bidders shall submit along with the bid a declaration as per FORM-F of this document duly signed by nominated representative of HITES/Client after site visit. This is mandatory. Bids submitted without FORM-F duly signed by nominated representative of HITES/Client and bidder will be summarily rejected and will not be considered for evaluation.

c) Documents Comprising the Bid

Bidder shall submit their Bids ONLINE as per Check List. The contents of the Technical and Financial packages are as mentioned hereinafter i.e. Clause 2.3.6 & 2.3.7.

d) Alternative Proposal by bidders:

Bidders shall submit offers that comply with the requirement of the Tender, as indicated in the drawing and specifications. Alternatives will not be considered.

e) **Method of Application:**

- i. If the bidder is an individual, the application shall be signed by him above his/her full type written name and current address.
- ii. If the bidder is a proprietary firm; the application shall be signed by the proprietor above his/her full type written name and the full name of his firm with its current address.
- iii. If the bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full type written names and current addresses or alternatively by a partner holding power of attorney for the firm. In the latter case,

a certified copy of the Power of Attorney should accompany the application. In both the cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.

- iv. If the bidder is a Limited company or a corporation, the bid shall be signed by a duly authorized person holding Power of Attorney for signing the application and certified copy of such power of attorney shall also be furnished. The bidder should also furnish a copy of memorandum of articles of association duly attested by a Public Notary.

f) Bid documentation

- i. All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even, if no information is to be provided in a column, a 'Nil' or 'no such case' entry should be made in that column. If any particulars/query is not applicable in case of the bidder, it should be stated as 'Not applicable'. The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms (or) deliberately suppressing the information may result in the bid being summarily disqualified. Bid made by telegram or telex and those received late will not be entertained.
- ii. The bid should be type written. The bidder should sign & seal each page of application, forms and documents before scanning & uploading.
- iii. Over writing should be avoided. Corrections if any should be made by neatly crossing out, initialling, dating and rewriting. Pages of the eligibility criteria document are numbered. Additional Sheets if any added by the Bidder should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- iv. References, information and certificate from the respective Clients certifying suitability, technical knowledge or capability of the bidder should be signed by an officer not below the rank of Executive Engineer or equivalent.
- v. The bidder may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete envisaged work. He is, however advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by the HITES/ Client.

2.1.4 Contents of Bid Package:

(A) Bid Package shall comprise the following :

- I. Online submission of e-tender processing fee/ tender document fee. The e-tender fee is non-refundable.
- II. **Bid Security**
 - a. The Bidder shall submit EMD for an amount, as mentioned in Notice Inviting e-tender, shall be deposited in Bank Account of HLL Infra Tech Services Ltd having validity for 120 days or more from the last date of receipt of tenders or any extension thereof.
 - b. The Bid securities of unsuccessful Bidders shall be discharged/ returned after expiry of the final bid validity and latest on or before the 30th day after the award of contract.
 - c. The Bid Security shall be forfeited if a bidder withdraws his bid during the period of bid validity or in the case of the successful bidder, if he fails to furnish the necessary performance security or enter into the Contract within the specified time limit.

- d. The Bid Security Bank Guarantee of the successful bidder shall be returned after receipt of Performance Bank Guarantee and upon its subsequent confirmation
- e. EMD shall be deposited in HLL Infra Tech Services Ltd Bank Account as mentioned above-
- III. **Form A: Form of bid** along with Appendix to be typed on the letter head and duly signed and stamped by authorized person.
- IV. **Form "B"** (Structure and Organization)
- V. **Form B-1:** Format for Power of Attorney for signing of proposal. In case bid is signed by Managing Director/Partner/Proprietor himself, Power of Attorney is not required. It is mandatory to mention on letterhead that the bid is duly signed and stamped by Managing Director / Partner / Proprietor.
- VI. **Form "E"** (GST Registration)
- VII. **Form "F"** Undertaking for Site Inspection
- VIII. **Form "G"** (TDS details of private works) or ITR return
- IX. Copies of GST Registration or undertaking in this regard
- X. **FORM "H"**-Details of Eligible Similar Nature of Works Completed in Last Seven Years Ending Previous Day Of Last Date Of Submission Of Bid
- XI. All pages of Corrigendum/ addendum (if any)/ pre bid clarifications (if any) signed by the authorized person of the bidder(s).
- XII. Certificate

2.1.5 Contents of Financial Package

The Financial Bid/ Price Bid should be submitted ONLINE only. Physical submission of financial bid will not be accepted and e-tender shall be rejected.

The price quoted shall be inclusive of GST and include all applicable costs associated with the Project i.e. any out of pocket/ mobilization expenses, taxes & duties, Building and other Construction Workers welfare Cess and any other applicable statutory taxes, levies as per GCC applicable till the last stipulated date for the receipt of tender including extensions if any. In case Government levies/modifies any tax subsequently, the same will be adjusted plus/minus as the case may be. In case Government levies/modifies any tax subsequently the same will be adjusted plus/minus as the case may be. The Bidder must ensure to fill up price against each item of Price bid. If any cell is left blank then value of that cell shall be treated as "0" (ZERO).

However, in respect of GST, where ever legally applicable the same shall be paid by the contractor to the concerned Authorities as per the prevailing rules. The payment for any bills as per this contract shall be made for the total value of the works at the contract rate inclusive of GST. Any variation in tax rate of GST (increase or decrease) after the last date of tender submission shall be adjusted at the time of settlement of bills. TDS and other deductions shall be made on payments excluding GST.

2.1.6 Language of Bid

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

2.1.7 Currency of Bid

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

2.1.8 Extension of Bid Validity

Prior to the expiry of the original Bid Validity Period, HITES may, at its discretion, request Bidders to extend the Bid Validity Period for a specified additional period and also correspondingly extend the period of validity of Bid Security submitted in the form of a Bank Guarantee.

2.1.9 Format and Signing of Bid

- a. Bid documents (Technical Package/ bid and financial package/ bid) shall be digital signed by a person duly authorized to sign the Bid documents. The Bidder shall also submit a power of attorney authorizing the person signing the documents.
- b. Entries to be filled in by the Bidder shall be typed or written in indelible ink.
- c. The complete Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by Client, or as necessary to correct errors made by the Bidder. All amendments/corrections shall be initialed by the person or persons signing the Bid.
- d. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

2.1.10 Sealing and Marking of Bids

- a. The Bid shall be submitted along with documents and mode of submission mentioned above in this section and also mentioned in the Checklist at Annexure - I of this Volume -1.
- b. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures shall be accurately filled. In e-tendering, the intending bidder can quote his rates in figures only. The rates in words, amount of each item and total is generated automatically. Therefore, the rate quoted by the bidder in figures shall be taken as correct. In event no rate has been quoted for any item (s), it will be presumed that the contractor has included the cost of this/these items(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

However, if a tenderer quotes nil rates against every item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

Please note that the price should not be indicated in any of the documents enclosed in Envelope no. 1. Non-compliance shall entail rejection of the Bid.

Rate of item quoted under any section of Bill of Quantity is interchangeable and minimum rate quoted for the same item under any section will be taken for payment.

2.1.11 Modifications/ Substitution/ Withdrawal of Bids

- (a) No modification or substitution of the submitted Bid shall be allowed after last date of submission of bids.
- (b) The bidder may read the instructions in 'Vendor guide' in the e-tender portal for submission/ modification/ withdrawal of bids.

2.1.12 Power of Attorney:

Bidders shall submit, along with Technical Package, a power of attorney, on a stamp paper of appropriate value, in favour of the person signing the Bid documents authorizing him to sign the Bid documents, make corrections/ modifications thereto and interacting with HITES and act as the contact person. The format for the power of attorney shall be as per the *Form-D* of Bid Document Volume-1. In case bids are signed by Managing Director/Partner/Proprietor himself, Power of Attorney is not required.

In the event of tender being submitted by a firm, it must be signed separately by each partner thereof or in the vent of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly

registered under the Indian Partnership Act 1932.

2.1.13 Bid Opening and Evaluation:

Bid Opening

- i. The Bids will be opened in the presence of Bidders or their authorized representatives who may choose to attend on date & time as mentioned in Notice Inviting e-tender. If such nominated date for opening of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date of opening of the Bid.
- ii. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened.
- iii. Bids which have not complied with one or more of the foregoing instructions may not be considered.
- iv. On opening of the e-Bid, it will be checked if they contain Technical & Financial Bids and e-Tender Processing Fees and EMD/ Bid Security, as detailed above.
- v. The Bidders name, the presence or absence of the requisite details as required or their authorized representative, may consider appropriate will be announced at the time of Bid opening.
- vi. Technical Package of the Bids will be opened first. These will be checked for completeness and confirmation of submission of the requisite EMD/Bid Security. If the documents do not meet the requirements of the e-Tender, a note will be recorded.
- vii. Technical evaluation shall be as per section IV, Evaluation Process.
- viii. Financial Package of all bidders whose bids are found responsive after Technical evaluation will be opened at a later date.

2.1.14 Determination of Responsiveness

- i. Prior to the detailed evaluation of Bids, Client will determine whether each Bid is responsive to the requirements of the tender.
- ii. For the purpose of this clause, a responsive Bid is one which:
 - a. have digital signature.
 - b. is accompanied by the power(s) of attorney if required
 - c. contains all the information as requested in the Bid Document
 - d. contains information in formats same/similar as those specified in this Bid Document
 - e. mentions the validity period of the offer
 - f. is accompanied by the Bid Security/ EMD
 - g. conforms to all the terms, conditions and specifications of Tender without material deviation or reservation. "Deviation" may include exceptions and exclusions. A material deviation or reservation is one which affects, in any substantial way, the scope, quality, performance or administration of the works to be undertaken by the Bidder under the Contract, or which limits in any substantial way, HITES's rights or the Bidder's obligations under the Contract as provided for in Bid and/or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price.
- iii. If a Bid is not substantially responsive to the requirements of Bid, it will be rejected by HITES. The decision of the HITES in this regard shall be final and binding. The financial Packages of non-responsive Bidders shall not be opened.

2.1.15 Evaluation of Bids

- i. HITES would examine and evaluate responsive Bids, as per the criteria set out in this

document as per Evaluation Process

- ii. HITES reserves the right to reject any Bid if:
 - a. At any time, a material misrepresentation is made or uncovered; **or**
 - b. The Bidder does not respond within the stipulated time to requests for supplemental information/ clarifications required for the evaluation of the Bid; **or**
 - c. It is found that the information provided is not true or incorrect or facts/ material for the evaluation have been suppressed.

2.1.16 Clarification of Bids

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

2.1.17 Process to be Confidential

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

2.1.18 Award of Contract

i. Award Criteria

HITES will declare the Bidder ranked L1 as Successful Bidder and proceed to issue Letter of Acceptance (LOA) as per the procedure mentioned in the Bid Document and terms and conditions set out in this Bid document.

ii. Notification of Award

- a. Prior to the expiry of the period of Bid Validity, HITES will issue the Letter of Acceptance to the Successful Bidder, notifying him of being declared successful and the intent to sign the Contract Agreement with him. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall mention the sum which HITES, will recommend to pay to the Contractor in consideration of the completion and guarantee of the work to be performed by them, as prescribed therein (hereinafter and in the conditions of Contract called 'the Contract Price'). No correspondence will be entertained by HITES from the unsuccessful Bidders.
- b. The Letter of Acceptance shall constitute a part of the Contract.
- c. Upon submission of Performance Guarantee by the Successful Bidder, HITES will promptly notify the other Bidders and discharge/ return their Bid securities.

iii. Signing of Agreement

- a. HITES shall prepare the Contract Agreement in the Performa (Form D) included in

this document, duly incorporating all the terms of agreement between the two parties. Within **10 days** from the date of issue of the Letter of Acceptance the Successful Bidder will be required to execute the Contract Agreement in stamp paper. of value as per the prevailing stamp duty Act. The successful bidder has to bear the cost of stamp paper.

- b. Prior to the signing of the Contract Agreement, the Successful Bidder shall submit Performance Guarantee.
- c. The Contract Agreement shall be duly signed by the HITES and the Contractor through their authorized signatories.
- d. In case the Successful Bidder does not sign the Contract Agreement, *HITES* reserves the right to cancel the selection process, forfeit any Bid Security and/or Performance Guarantee, as the case may be, submitted by the Successful Bidder and either re-Bid or proceed in any manner that it may deem fit.
- e. Contract agreement will be signed by the authorized signatories.

1.5. **Performance security:**

The successful Bidder shall furnish to HLL a security in the form of a DD/FDR/**Bank Guarantee @ of 5% of the contract price** from a Scheduled Commercial bank based in India in the Format given in Form-B. The Performance Security shall be furnished within 7 days of issue of Letter of Award.

Failure of the successful Bidder to submit the required Performance Security by due date above shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the EMD.

Further information if any, may be obtained from the address given below:

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

FORM – “A” (FORM OF BID)

From

(BIDDER)

To,

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

Name of Work: Dismantling of Existing Dilapidated Structures and Boundary Wall near Super Specialty Block at IMS, BHU, Varanasi.

Sir,

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

1. We acknowledge that the Appendix forms an integral part of the Bid.
2. While preparing this Bid, we have gathered our own information and conducted our own inquiry/survey to our satisfaction and we did not rely solely on the information provided in the Bid Documents. We shall not hold CLIENT /HITES responsible on any account in this regard.
3. We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
4. We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
5. We undertake, if our Bid is accepted, to commence the works within the stipulated time and to complete the whole of the works comprised in the Contract within the stipulated time calculated from the start date
6. If our Bid is accepted, we will furnish a bank guarantee as Performance Guarantee for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with as given in the General Conditions of the Contract.
7. We are aware that in the event of delay in execution of the Project, beyond the agreed timelines due to reasons attributable to us, liquidated damages shall be recovered from us.
8. Our Bid is valid for your acceptance for a period of One Hundred Twenty Days from the last date of submission of the Bid as per the Bid Documents or any extension thereto.
9. We agree to the General Conditions of Contract and Specific Conditions of Contract and the terms and conditions mentioned in the Bid Documents.
10. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the Bid price does not include any such amount. We acknowledge the right of CLIENT /HITES, if it finds anything to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
11. We understand that you are not bound to accept the lowest or any Bid you may receive.

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

a. We enclose all documents as per the checklist

Note:

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

Dated this.....day of.....**2023**

Signature

Name..... in the capacity of

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

Address

Witness – Signature

Name

Address

Certificate

It is certified that the information given by us towards meeting the requirement of the eligibility to bid are correct. It is also certified that I/We shall be liable to be debarred, disqualified/ cancellation of enlistment in case any information furnished by me/us is found to be incorrect.

Date of submission

**Seal of bidder
&
Signature(s) of bidder(s)**

APPENDIX TO THE FORM OF BID

1.	Amount of Performance Guarantee to be deposited by financially successful bidder	5 percent of the total contract price
2.	Time for completion	15 Days from handing over of site/LOA whichever is later.
3.	Period of validity of Performance Guarantee	90 days after completion of Work/Handing over issued by Engineer-In-Charge

Signature

(Authorized Signatory)

Date

Name

Place

Address

STRUCTURE & ORGANIZATION

1.	Name & Address of the bidder		
2.	Telephone No. /Email id /Telex No./Fax No.		
3.	Legal status of the bidder (Attach copies of original document defining the legal status).		
	a)	An Individual	
	b)	A proprietary firm	
	c)	A firm in partnership	
	d)	A limited company or Corporation	
4.	Particulars of registration with various Government bodies (attach attested photo-copy).		
		ORGANIZATION/PLACE OF REGISTRATION	REGISTRATION No.
	1.		
	2.		
	3.		
5.	Names and Titles of Directors & Officers with designation to be concerned with this work.		
6.	Designation of individuals authorized to act for the organization.		
7.	Has the bidder or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.		
8.	Has the bidder or any constituent partner in case of partnership firm/ limited company/ joint venture, ever been convicted by the court of law? If so, give details.		
9.	In which field of Civil Engineering Construction, the bidder has specialization and interest?		
10.	Any other information considered necessary but not included above.		

Signature of bidder(s) with stamp

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL FOR AUTHORIZED SIGNATORY (in 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.

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.

For (name of authorised representative of firm)

Witness:.....

Accepted :..... (signature & details of POA holder)

FORM OF PERFORMANCE GUARANTEE BANK GUARANTEE

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

To,

Associate Vice President (ID)

HLL Infra Tech Services Ltd. (HITES),

B-14-A, Sector-62,

Noida -201307

Dear Sir,

In consideration of the CLIENT (Ministry of Health & Family Welfare, GOI) for **Dismantling of Existing Dilapidated Structures and Boundary Wall near Super Specialty Block at IMS, BHU, Varanasi** which expression shall include his successor and assignees represented by his Project Consultant, M/s HLL Infra Tech Services Ltd.(HITES), B-14-A, Sector-62, Noida -201307, (herein after called HITES) having awarded to-----having its Registered Office at -----
----- (hereinafter referred to as "the said Contractor (s)", which expression shall include his successor and assignees) for the work **Dismantling of Existing Dilapidated Structures and Boundary Wall near Super Specialty Block at IMS, BHU, Varanasi** Contract No. -----in terms inter alia, of the and the General Conditions of Contract and upon the condition of the Contractor's furnishing Security for the performance of the Contractor's obligations and discharge of the Contractor's liability under and in connection with the said Contract up to a sum of Rs.-----Rupees -----
-----) amounting to 5% 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 the HITES in rupees forthwith on demand in writing and without protest or demur or any and all moneys payable by the Contractor to the HITES in respect of or in connection with the said Contract inclusive of all the 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 the HITES to the Bank with reference to this guarantee up to an aggregate limit of Rs------(Rupees -----
-----).
2. We _____ Bank Ltd. further agree that the HITES shall be sole judge of and as to whether the said Contractor 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 the HITES on account thereof and the decision of the HITES that the said Contractor 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 the HITES from time to time shall be final and binding on us.
3. The 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 Contractor's obligations and liabilities hereunder or to vary the Contract or the work to be done there under vis-a-vis the Contractor or to grant time or indulgence to the Contractor 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 The HITES and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to the HITES hereunder or prejudice the rights of the 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 Contractor but shall in all respects and for all purposes be binding and operative until payment of all monies payable to the 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 Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the HITES in terms hereof.
6. The amount stated in any notice of demand addressed by the HITES to the Bank as liable to be paid to the HITES by the Contractor or as suffered or incurred by the 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 the HITES or suffered or incurred by the HITES as the case may be and shall be payable by the Bank to The HITES in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the HITES and liabilities of the Contractor arising up to and until midnight of
8. This guarantee is valid till -----(date to be mentioned) (Six months beyond the stipulated date of completion or the extended period, thereof)
9. This guarantee shall be in addition to any other guarantee or Security whatsoever that the HITES may now or at any time anywise may have in relation to the Contractor's obligations/or liabilities under and/or in connection with the said Contract, and the HITES shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which the HITES may have or obtain and no forbearance on the part of the 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 the HITES to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any Security which The HITES may have obtained or obtain from the Contractor 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 the HITES in writing and agree that any change in the constitution of the said Contractor 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 6 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.

Notwithstanding anything contained herein above:

- (a) Our liability under this Bank Guarantee shall not exceed Rs. -----
(Rupees -----)
- (b) This Bank Guarantee shall be valid up to -----
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before -----
-----at (bank address)otherwise, all your rights under this guarantee shall be forfeited and bank shall be relieved and discharged from all the liabilities there under irrespective of whether or not the original bank guarantee returned to us or not

Dated _____ day of _____ 2023

Dismantling of Existing Dilapidated Structures and Boundary Wall near Super Specialty Block at IMS, BHU, Varanasi

For and on behalf of Bank.

Issued under seal:

NOTE:

"The Bank Guarantee issued by the bank must be routed through SFMS platform as per following details:

Bank: HDFC Bank Limited, Sector-18, Noida,
Current Account No.: 57500000119955

IFSC Code: HDFC0000088

Form D

FORM OF AGREEMENT

This agreement is made at ----- on the ---- day of ----- 2023 between CLIENT/HITES" which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part.**

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

Whereas CLIENT/HITES is desirous that certain works should be executed, for *Dismantling of Existing Dilapidated Structures and Boundary Wall near Super Specialty Block at IMS, BHU, Varanasi* herein after called the "The Project" and has accepted a Tender submitted by the contractor for the execution and completion of such works as well as guarantee of such works and the remedying of defects therein.

NOW THIS AGREEMENT WITHNESSTH 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 and constructed as part of this agreement Viz.
 - i) Tender Document
 - ii) Financial Bid
 - iii) Amendments & other documents (To be specifically added)
 - iv) Letter of Award (LOA) No. _____ dated _____.
3. In consideration of the payment to be made by HITES to the Contractor as hereinafter mentioned, the Contractor hereby covenants with HITES to execute and complete the Project - **Dismantling of Existing Dilapidated Structures and Boundary Wall near Super Specialty Block at IMS, BHU, Varanasi** from the date of commencement and remedy and defects therein in conformity in all respects with the provisions of the Contract.
4. Whereas HITES has accepted bid/ negotiated Bid for the above mentioned work for an amount of Rs. _____ (Rupees _____ Only). The above bid/ negotiated bid amount is inclusive of all prevailing taxes including Goods and Services Tax(GST), Building and other Construction Workers welfare Cess and any other applicable statutory taxes, levies as per terms & conditions of Bid document.

HITES hereby covenants to pay the Contractor in consideration of the execution and completion of the project and remedying of defects therein for contract price of ----- of Rs. _____ (Rupees _____ Only),

Above being the sum stated in the letter of Award (LOA) subject to such additions there to 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.

5. OBLIGATION OF THE CONTRACTOR

The Contractor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same.

IN WITNESS OF 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 Contractor	For on behalf of HITES
-------------------------------------	------------------------

Signature of the authorized official	Signature of the authorized official
Name of the Contractor Stamp / Seal of the Contractor	Name of the official Stamp / Seal
SIGNED, SEALED AND DELIVERED By the said	By the Said
on behalf of the Contractor:	on behalf of the HITES
in the presence of: Witness _____ Name _____ Address _____	in the presence of: Witness _____ Name _____ Address _____

GST Registration Details

Sr. NO.	Description	Details
1.	Entity Name	
2.	Address (As per registration with GST)	
3.	City	
4.	Postal code	
5.	Region/State (complete state name)	
6.	Permanent account number	
7.	GSTN/ARN/UID/Provisional with ID No. (Copy of acknowledgement required)	
8.	Type of business (As per registration with GST)	
9.	Service accounting code/HSN Code	
10.	Contract Person	
11.	Phone Number and Mobile Number	
12.	Email –ID	
13.	Compliance Rating (If updated by GSTN)	

Signature of bidder(s) with stamp

UNDERTAKING FOR SITE INSPECTION

We undertake that we have visited the site and have understood the site conditions and the scope of work. We also undertake that our financial quote is arrived after ascertaining site conditions and scope of work.

Signature of bidder(s) with stamp

(Note: the declaration shall be submitted by the bidder in their company letter head duly signed & sealed by the authorized representative of the bidder)

Form -G

TDS DETAILS FOR PRIVATE SECTOR PROJECTS FOR THE WORKS EXECUTED IN INDIA

Sl. No.	Description	Details
1.	Name of work	
2.	Name of Clients	
3.	Project cost in crores	
4.	No. and date of completion certificate	
5.	Cost of the work on completion in crores	
6.	Payments received as per TDS in Crores	
7.	TDS Corresponding to the payments	
8.	Year wise TDS as per form-26AS/ Form 16A relating to the work.	

Signature of Chartered Accountant with Seal

FRN No.

Signature of Bidder.

Alternatively, Tenderer may submit ITR

FORM "H"

DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED IN LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF BID

Name of the Bidder.....

Sl.No.	Details	
1.	Name of work / project and location	
2.	Owner/Client or sponsoring organization	
3.	Type of work (with respect to the eligibility criteria of this bid)	
4.	Work Components[Please tick (√) in relevant box]	
5.	Brief Scope of Work	
6.	Cost of work on completion in Rs. Crores	
7.	Date of commencement as per contract	
8.	Stipulated date of completion	
9.	Actual date of completion	
12.	Date and No. of completion certificate	
10.	Ref. & Page No. of documentary proof of the detail missing in completion certificate	
11.	*Litigation/ arbitration cases pending / in progress with details	
12.	Name and Address (Postal & E-mail) / telephone number of officer to whom reference may be made	
13.	Whether the work was done on back to back basis	

Certified that the above list of works is complete and no work has been left out and that the information given is correct to my / our knowledge and belief.

**SIGNATURE OF BIDDER(S)
WITH STAMP**

*indicate gross amount claimed and amount awarded by the Arbitrator.

Note: - Copy of work Orders and Completion Certificates of the above works should also be submitted.

Annexure -1 – Checklist**CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID– Online**

Sl. No.	Name of Document	Mode of Submission
1.	Bid Security / EMD in favour of "HLL Infra Tech Services Limited" payable at Noida / Delhi	Online
2.	Form of bid and Appendix (Form A) for the bid	
3.	Details of Eligible Similar Works completed with supporting documents	
4.	Form "B" (Structure and Organization)	
5.	Form B-1: Format for Power of Attorney for signing of proposal. In case bid is signed by Managing Director/Partner/Proprietor himself, Power of Attorney is not required. It is mandatory to mention on letterhead that the bid is duly signed and stamped by Managing Director / Partner / Proprietor.	
6.	Form "F" Undertaking for Site Inspection	
7.	Certificate	
8.	Form "E" (GST Registration Details)	
9.	All pages of the entire Corrigendum/ addendum (if any) signed by the authorized person of the bidder/bidder.	
10.	Any other document as specified in the bid document.	
Note:- All the documents should be in readable, printable & legible form		

Financial Bid Package: Online

S. No	Name of Document	Mode of submission
1.	Price Bid (Financial Bids – Volume-2)	Online

SECTION-II
SCOPE OF WORK

A. Scope of work:

1. The contractor shall dismantle the Existing Dilapidated Structures and Boundary Wall including MS gates, at the site of old petrol pump near Super Speciality Block, Lady Doctor Hospital, Nivedita Hostel at BHU Campus, Varanasi. The above structures and boundary wall shall be dismantled through manual labour /machinery, above the ground level. Dismantled material shall be stack / heaped separately in serviceable and non-serviceable category at demarcated location. Above location will be demarcated by the Engineer –In-Charge.
2. Contractor shall not dismantle the foundations of the buildings / boundary walls.
3. Contractor shall also remove bushes/ grass from the above site for site clearance. After removal of all the dismantled material, removal of bushes / grass, contractor shall complete the land dressing work as per direction of Engineer –In-Charge.
4. The dismantled material shall be stacked category wise as per details given below:
 - i. Brick.
 - ii. Sanitary Fittings & Pipes.
 - iii. Electrical Items.
 - iv. RCC dismantled material including reinforcement /MS bars.
 - v. Doors & Windows.
 - vi. Dismantled / broken Flooring material.
5. The area of land and buildings and boundary wall is given below:

i. Total land area	-	2047 Sqmt. (approx.)
ii. Old Petrol Pump (Single storey)	-	49 Sqmt. (approx.)
iii. Hostel buildings (Double Storey-2 Nos.	-	445 Sqmt. (approx.)
iv. Boundary wall including MS Gates	-	185 Mtr. (approx.)

The above area is tentative.
6. The malba of dismantled material shall be disposed within the Municipal Limits of Varanasi, as per direction of Engineer-In-Charge, after following the required procedure.
7. The contractor shall inspect the site before submission of quotation and measure the size of structures and boundary wall and MS gates etc.
8. The drawing containing the location of existing structures, boundary wall etc. is enclosed as Annexure –A.
9. The contractor shall compulsory inspect and examine the site and its surrounding at their own cost and satisfied themselves before submitting their tenders as to the nature of the ground /existing structures, boundary wall etc. the contractor shall coordinate for site inspection with HITES officials as per details given below:
 - i. Sh. Shashank Khare – Manager, Mob. No. 9451221144
 - ii. Sh. Grijesh K. Sharma, Project Manager, Mob. No. 9873484600

SECTION-III
TERMS AND CONDITIONS

1. Rates

The rates set down against the items shall be for full value of the work described there under and shall include for profit and overheads and for the cost of every description of work and materials together with all costs in connection with or arising from the execution and completion of the works as specified. They are to include the costs for mobilization and demobilization of manpower, plants & equipment's etc. and all labor, transport, cartage, material, running & maintenance of plant, equipment, pumps, generators, engines, lifting devices, cables, plain and perforated linings, measuring devices and taking of records, collection & making of samples & their testing at authorized laboratories, machinery and appliances, staging, medical welfare facilities, housing accommodation for the AGENCY's staff and employees, fuel, water, drainage, pumping, all costs in connection with labor ordinances, customs, all taxes (including GST) unless specifically mentioned to have been excluded elsewhere in these documents, establishment charges, bond, royalties, rents, telephone services, provision of skilled technical supervision and assistance, kit allowances, insurance medical expenses, fares, salaries & allowances and all contingent expenses, liabilities and responsibilities mentioned and referred to or to be inferred from the drawings, specifications and bill of quantities.

2. Contract Price and Payments

1.1. The bidder shall quote their rates in the prescribed format as per "FINANCIAL BID" of the tender documents. The quoted rates shall be inclusive of all costs towards site visits, planning, site surveys, all material, labour, plant and machinery, tools and tackles including water & electricity, overhead charges, all taxes (including GST) , duties, levies statutory charges / levies applicable from time to time and others as specified etc., incidental works and all other charges for items contingent to the work, such as inspection, insurance, freight and delivery at Site, watch and ward of all materials & successful site clearance etc. The quoted rates shall also include cost of all other inputs required in the execution of the item, all taxes and duties including Goods & Services Tax.

- i. Rates quoted shall be firm and shall not be subject to any price variations except as specifically provided in the contract.
- ii. The quantities given in the Price Bid (Financial Bids – Volume-2) are liable to variations. Such variations in quantities shall not, however, vitiate the contract in any way whatsoever.
- iii. Unless otherwise specified the rates tendered by the contractor shall be all inclusive and shall apply to all shapes, heights, lifts, leads and depth of the building and nothing extra shall be payable to him on any account.
- iv. The words "as specified", "as described", "as shown", "as directed", or "as approved", shall mean as described in the specifications, Schedule of Quantities and other Contract documents as shown on the drawings or as directed by Engineer-in-Charge.

2.3 All running / intermediate & final payments shall be made to the contractor in accordance with the following schedule and on pro-rata basis:

- i. The Contractor shall submit detailed project schedule within 7 days of award of work, for approval by the Engineer - in- Charge.
- ii. The HITES shall make interim payments to the Contractor as certified by the HITES's Engineer on completion of a stage, as specified and valued in accordance with the proportion of the Contract Price assigned to each item and its stage in the Contract Document.
- iii. The interim payment shall be made on "Pro rata basis" and shall be worked out on the percentage of work done out of total scope of work under their activity/item.

- iv. The proportion assigned to an item will apply only to the Contract Price stated in this Agreement. It shall not apply to any additions or reductions to the Contract Price arising from the issue of any Order for Change of Scope.
- v. The Contractor shall submit interim RA bill, within the time stipulated as per General Conditions of Contract to the Engineer-In-Charge in the form as directed, showing the amount calculated to which the Contractor considers himself entitled for completed Works. The interim RA bill shall be accompanied with the required supporting documents.
- vi. All running / intermediate & final payments shall be made to the contractor in accordance with the tender terms and conditions and on pro-rata basis. The contractor shall be liable to fulfil all contractual obligations and provide all works and services covered under the contract. Any components, even if not mentioned in payment schedule as given below, shall have to be provided by the contractor within the overall contract price as per terms of contract.

The contract price is inclusive of all taxes and GST, duties, cess and statutory levies payable under any law (as applicable on the date of submission of bid) by the contractor in connection with execution of the contract.

The contract price will be adjusted prospectively for any increase / decrease in the GST rate on works contract notified by Government of India.

The quantities given in the BOQ are only for the guidance of the Contractor and are to be paid on the basis of actual quantities of works executed by him under this contract. The part payment against above stages on part completion of required scope of work under a particular stage can be released as per decision of Engineer in-charge by mentioning the reasons for the same.

3. **Supervision**

The work will be carried out under the direction and supervision of a qualified Engineer/ Supervisor.

4. **Particulars of the site**

Information regarding the site may be obtained by the TENDERER independently from the HITES.

5. **Access to the site**

Prior approval of the HITES/BHU for working at the site and using the access routes thereto shall be obtained by the AGENCY before commencing work.

6. **AGENCY's working area**

The AGENCY shall be allotted a suitable working area near the site of works by the HITES. The AGENCY shall make all arrangements at his own cost for providing his site office and other facilities.

7. **Transport to the site**

The AGENCY shall be responsible for the provision of all necessary transport, whether for personnel, plant, stores, equipment or samples etc. at his own cost.

8. **Areas available for the works**

- a. The AGENCY shall not use any portion of the site for any purpose not connected with the works unless prior written permission has been obtained from the HITES.
- b. The AGENCY shall exercise every care in gaining access to the various working areas and in setting up and operating his plant so as to avoid damage to the property of HITES or any third party.
- c. The AGENCY shall keep all plant, equipment, materials and the areas of the site in reasonably good order and tidy to the satisfaction of the HITES throughout the course of the works. Upon completion of his operations in any working area, the AGENCY shall fill in, plug and consolidate the boreholes, remove all arising and make good any damage caused by his operations at his own expense and to the satisfaction of the

HITES.

9. Personnel and Supervision

- a. The Agency is to supply suitable personnel to conduct the subsoil investigation and such personnel are to be skilled in the work required by the contract. The work is to be done under the proper supervision of supervisors fully qualified in their respective duties with regard to making borings, taking samples, identifying soils and carrying out tests on soils at site and in the laboratory.
- b. The AGENCY shall maintain at site a representative who shall be in overall charge of the works and who shall be thoroughly versed in all aspects of boring and drilling, sampling and the field testing work specified herein. The AGENCY shall engage qualified and experienced HITES/geologists with relevant experience for this work at the site.

10. Supply of Water and Electricity

The Agency shall make his own arrangements for Water and electricity for carrying out of work, as per requirements.

11. Delay and extension

If the work is delayed by force majeure or any other cause in the absolute discretion of HITES is beyond the Agency's control, they shall immediately upon the happening of such event contributing to delays give notice thereof in writing to HITES but shall nevertheless use constantly their best endeavours 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 work.

Request for extension of time shall be made by the Agency in writing within seven days of the happening of the event causing delay. The Agency shall also indicate with any such request, the period for which extension is required. In any such case HITES may give a fair and reasonable extension of time for completion of individual items or group of items of work for which separate period of completion is specified in the contract as a whole, but it shall be the sole discretion of the HITES to grant or refuse such extension.

The decision of HITES in regard to the extension will be communicated to the Agency in writing within a reasonable time but no compensation or any extra amount shall be paid for such extension granted by HITES.

12. Compensation payable for delay in completion and risk prejudice clause

The Agency shall be liable to pay compensation to HITES in case of delay in fulfilling obligation under this agreement for causes solely attributable to the Agency at 1% (One percent) of contract amount per week of delay subject to maximum of 5% (five percent only) of the total contract price towards their contract.

13. Risk Prejudice Clause

In case progress of any part of Agency's work is found to be unsatisfactory by HITES at any time during the execution vis-a-vis, the terms of contract, HITES shall give the Agency a fortnight's notice in writing asking for their plans for remedying the situation and to complete the job within the time mutually agreed, subject however to the conditions that the entire work falling within their scope of work shall be completed within the stipulated time. On the failure to remedy the situation as per agreed time with HITES, HITES shall have the right to withhold that portion of the work and get the same done at the risk and cost of the Agency after giving one weeks' notice.

14. Arbitration

If at any time any doubt, question, dispute or difference whatsoever, shall arise between the Agency and HITES upon or relating to or in connection with this contract, either of the parties may give the other notice in writing of the existence of such doubt, question, dispute or difference and the same shall be referred to the Chairman - cum - Managing Director, HITES or his nominee as Sole Arbitrator. The decision of the sole arbitrator thereon shall be final, conclusive and binding upon the parties to dispute. The party invoking arbitration shall specify the dispute or disputes to be referred to the arbitration under the clause together

with the amount or amounts claimed in respect of each of dispute.

15. Jurisdiction of Court

All disputes arising out of the contract shall have the jurisdiction of courts of the Union Territory of Delhi only.

16. Termination of Contract

HITES reserves the right to terminate, or postpone the work on account of un-fulfilment of contractual obligation(s) or any sufficient cause, HITES being sole judge of the same. The Agency shall be paid for the useful work done up to the date of termination. HITES shall determine the credit to be given to the detailer for the value of the work executed by the Agency. The Agency shall give HITES all the data, compiled report, drawings etc. prepared by them till the date of termination before the final dues are paid to the Agency. Even after the termination of agreement, the Agency shall continue to cooperate with HITES to such a reasonable extent as may be necessary to clarify or explain any reports or recommendations in documents or detailing made by them.

17. Breach of Trust

Unless otherwise directed by HITES specifically, the Agency shall not contact directly or indirectly the client or any other authorities connected with the project. Non-compliance of this clause shall be treated as breach of trust resulting in the termination of contract between HITES and the Agency for with without any prior notice to him. In such event, no job will be entrusted to him in future by HITES.

18. Safety: Contractor/Agency shall provide all required safety arrangements/safety kits as per Project requirements/CPWD procedure. Contractor will be responsible for any mishap and make good the losses if any.

19. Precautions: The dismantling work will be executed in the running hospital complex. Contractor shall execute the work with due diligence and any damage shall not be done with the existing underground services/overhead services. Contractor will be responsible for any damage during the execution of work and shall make good the same at their risk and cost.

Annexure-A Site Layout

