

NOTICE INVITING TENDER

FOR

RE-DEVELOPMENT OF CERTAIN

LAND PARCEL IN DELHI



HLL INFRA TECH SERVICES LIMITED

(A Government of India Enterprise)

B-14 A, Sector - 62, Noida - 201 307, Uttar Pradesh, Delhi NCR

Website: www.hllhites.com

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Business Development Division

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SCHEDULE OF SUBMISSION TENDER

Sl No.	Description	Details
1	NIT NO.	No. HITES/BD/NIT/2023-24/002
2	Date of issue of TENDER	29.11.2023
3	Last Date of submission of Tender	14.12.2023 till 03:00 pm
4	Date of opening of Tender	15.12.2023 at 03:30 pm
5	Proposals should be addressed to	The Chief Executive Officer, HLL Infra Tech Services Limited (HITES), B-14 A, Sector-62, NOIDA, 201307
6	Proposals should be submitted at (Through online mode only)	Online in CPPP portal
7	TENDER Processing fee	₹20,000/- (Rupees Twenty Thousand Only) + 18% GST (Nonrefundable) by 14.12.2023 till 12:00 pm.
8	EMD	INR 27,00,000 (Twenty-Seven Lakh Rupees Only) in the form of bank guarantee/DD to be submitted at the time of submission of the bid. Initially valid for 240 days in case of bank guarantee as per below details: - HLL Infra Tech Services Limited (HITES), B-14 A, Sector-62, NOIDA, 201307
9	Tender Documents should be obtained	The detailed Tender document can be viewed or downloaded from https://etenders.gov.in/eprocure/app and www.hllhites.com

NIT**HLL Infra Tech Services Limited (HITES) Invite online tender for Re-Development of Certain Land Parcel in Delhi**

The NIT shall be available in website www.hllhites.com and <https://etenders.gov.in/eprocure/app> for download from 29.11.2023. Bids to this NIT will be accepted only through ONLINE mode through the (<https://etenders.gov.in/eprocure/app>). No other mode of bid will be considered and accepted. For applying Online, the bidder should get itself registered at (<https://etenders.gov.in/eprocure/app>)

Sr. No.	Name of Work	Processing Fees
1	Re-Development of Certain Land Parcel in Delhi	Rs. 20,000/- Plus GST@ 18% = Rs. 23, 600.00 by 14.12.2023 till 12:00 pm.
2	Scope of work	Notice Inviting tender for Re-Development of Certain Land Parcel in Delhi
3	Validity of Tender	120 days from the last date of submission.
4	Start Date & Time of download of TENDER Document	From 29/11/2023 document is to be down loaded from web site for submission along with credentials through online. https://etenders.gov.in/eprocure/app and www.hllhites.com
5	Last Date & Time for Online submission of bid.	On 14/12/2023 up to 15:00 hrs.
6	Online Opening of Technical bid	On 15/12/2023 at 15:30 hrs.
7	EMD	INR 27,00,000 (Twenty-Seven Lakh Rupees Only) in the form of bank guarantee/DD to be submitted at the time of submission of the bid. Initially valid for 240 days in case of bank guarantee as per below details: - HLL Infra Tech Services Limited (HITES), B-14 A, Sector-62, NOIDA, 201307
8	Contact Information	Chief Executive Officer (CEO)
		HLL Infra Tech Services Limited (HITES), B-14 A, Sector-62, NOIDA, 201307
		Phone no.: - 0120-4071500/537/564
		e-mail id- bd@hllhites.com

Note:

- (a) The details of NIT document can be seen at our website www.hllhites.com, CPP Portal and website <https://etenders.gov.in/eprocure/app>. TENDER documents can be downloaded from 29/11/2023 website <https://etenders.gov.in/eprocure/app>. The last date for online submission of TENDER is 14/12/2023 up to 15:00 hrs and Technical Bid will be opened on 15/12/2023 at 15:30 hrs.
- (b) The bidder will have to procure a Class-III Digital Signature Certificate (DSC) for Signing & Encryption (Required both digital signature certificate: Signing & Encryption) of bids issued by any of the valid Certifying Authorities (approved by Controller of Certifying Authorities) in Delhi NCR. The details of the License CA's are available on www.cca.gov.in wherein the details have been mentioned. It would be the respective bidder's responsibility to acquire such DSC's in the name of their authorized signatory for participation in the portal.

(c) The intending bidder must have valid Class-III digital signature to submit the bid, Consultant can upload documents in the form of PDF & JPEG format.

The tender must be submitted in English language only. All the documents including the supporting documents/ enclosures etc. must be fully legible. Supporting documents if in a language other than English must be accompanied by a certified English translated document. The English version shall prevail in matters of interpretation. Tender documents which are not legible shall be rejected.

The bidder shall bear all costs associated with the preparation and submission of tender and HITES will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

In case the bidder has any doubt about the meaning of anything contained in the TENDER document, she/he shall seek clarification within 3 days of issue of TENDER. Except for any written clarification from CEO HITES office, no written or oral communication, presentation, or explanation by any other employee of HITES shall be taken to bind or fetter HITES under the contract.

Bidders shall have to remit an amount of 23,600/- (Rupees Twenty-Three Thousand Six Hundred Only) in the bank account (latest by 14.12.2023 by 12:00 pm) as per the details provided in the tender and no other mode of payment is acceptable. The cost of TENDER document is non-refundable.

The management of HITES reserves the right to amend or withdraw any of the terms and conditions mentioned in the Tender document or reject any or all the bids without giving any notice or assigning any reason. The decision of the CEO, HITES in this regard shall be final and binding on all.

The agency/bidder shall ensure that it fulfils the eligibility criteria as desired in tender and other essential conditions. Compliance statement of eligibility criteria with the documents submitted as a proof is to be prepared and submitted. The supporting documents may include list of existing and past such projects with details of services offered. Details of similar projects executed may also be furnished.

The tender should be duly signed on each page by authorized person. Each page should be properly numbered. Documents authorizing such person must accompany the tender. HITES reserves the right to reject out rightly any tender unsupported by proof of the signatory's authority.

The validity period of tender should be 120 days from the date of opening of tender.

The tender complete in all respects must be submitted with requisite information and annexure(s). The tender should be free from ambiguity, change or interlineations. Incomplete tender will not be considered and is liable to be rejected without making any further reference to agency/bidder.

Tender received by post or any other mode after or before the closing date and time mentioned above shall not be considered. Tender(s) sent through TELEX/FAX/Email will not be entertained.

Any amendment in the tender document, if required, will be posted on website www.hllhites.com and <https://etenders.gov.in/e procure/app>

All the applicants are therefore advised to regularly visit these websites before submitting the tender.

HITES does not guarantee any business. However, all shortlisted agencies will have to enter into an agreement with HITES before any firm & final Business Association is started.

SUBMISSION OF TENDER

Tender, completed in all respects, must be submitted on or before the due date and time.

The Proposal should contain the following: -

Tender documents duly completed and signed. This cover should also be super scribed with:

“(TENDER) for Re-Development of Certain Land Parcel in Delhi” with due dates.

HITES may, at its own discretion, extend the date for submission of tender. In such a case all rights and obligations of HITES and the Bidders shall be applicable to the extended time frame.

As the tender can be submitted only up to the defined date and time, there can't be any late bids. HITES will not be responsible for any delay in obtaining the terms and conditions of the tender.

At any time prior to the last date for receipt of tender, HITES may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by an amendment. The amendment will be notified on HITES' website <https://www.hites.com/> and should be taken into consideration by the prospective bidders while preparing their tender.

In order to give prospective bidders reasonable time to take the amendment into account in preparing their tender, HITES may at its discretion, extend the last date for the submission of tender. The bidders will bear all costs associated with the preparation and submission of their bids. HITES will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering and empanelment process.

The tender shall be ignored, if complete information is not given there-in, or if the particulars and data (if any) asked for are not filled in properly.

OPENING OF TENDER

1.4.1 The proposals will be opened, and will be evaluated as per Qualification/ Eligibility criteria mentioned in tender. Failing to qualify Qualification/ Eligibility criteria shall lead to rejection of the Proposal and Bidder.

Objective: -

It represents a process of land development uses to revitalize the physical, economic and social fabric of urban space. Certain land parcels are available which can be better used for socio, economic development of that area. One of the key objective is to use the land more efficiently. There are financial objectives, quality objectives and compliance objectives. Redevelopment plan has to make in such a way so as to meet all three objectives and also make the area look aesthetically more beautiful and economically viable both for the lesser and lessee.

Business Proposal:

Proposal for “Re-Development of Certain Land Parcel in Delhi”:

- a. As per this the space will be leased out to qualified bidder for a period of 30 years from the date of handing over or date of signing of the agreement whichever is earlier with a lock in period of 90 Months.
- b. The broad financial terms are as below:-

Upfront amount within 60 days of signing of LOA.	Rs.	2,00,00,000/-
GST @ 18% for upfront fee	Rs.	36,00,000/-
Monthly Lease fee amount @ Rs. 4500/sqm/month	Rs.	11,25,000/-
GST @ 18% for Lease fee	Rs.	2,02,500/-

- c. A performance security of an amount equivalent to one (01) year lease fee i.e., of Rs. 1,35,00,000/- (One Crore Thirty-Five Lakh Rupees Only) shall be submitted in the form of Bank Guarantee/ Demand Draft within a period of Three (03) months from the date of issue of LOA.
- d. Moratorium period i.e., rent free fit out period shall be six (06) months from the date of handing over of the area/signing of lease agreement whichever is earlier. However, any banned period in the construction from Central/State Govt., this banned period/days shall not be counted and to be treated as gestation rent free period only.
- e. The leaser fee shall be escalated by 5 % every year on a compounding basis from the date of handing over or signing of the agreement whichever is earlier.
- f. Payment of lease fee and other charges shall be made on quarterly basis in advance. The same shall be deposited in an Escrow account opened by competent authority.
- g. Payment of GST and other taxes such as property tax etc. applicable shall be borne solely by the lessee.
- h. Lessee will also be required to install the prepaid electricity & water meter and pay the charges for the electricity, water in actuals and other utility services to the extent provided by Land Owner for the Leased Space facilities.

Bidder is to submit an undertaking to the above terms and conditions and abide by the same.

i. EMD: INR 27,00,000 (Twenty-Seven Lakh Rupees Only) in the form of bank guarantee/DD to be submitted at the time of submission of the bid. Initially valid for 240 days in case of bank guarantee. As per details below: -

HLL Infra Tech Services Limited (HITES), B-14 A, Sector-62, NOIDA, 201307

Eligibility Criteria:

1. Bidder should be a business entity either as a proprietor or partnership firm or a public or private limited company for minimum 05 Years.
2. Bidder should have average profit of INR 2.00 Crs. in the last three financial years i.e., 2020-21, 2021-22 & 2022-23.
3. Bidder should have average annual turnover of at least INR 40.00 Crs during the last five (05) financial years i.e. 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23.
4. Bidder should have positive net worth as on 31.03.2023.
5. Bidder should have experience of construction of Government Medical College/Institutional building/Commercial Hospitals/Educational Institutions/Office Building/ Hotels/ Commercial Complexes worth INR 150 Cr. or more in last three financial years. (FY ending 31.03.2023)
6. Bidder should have Share Capital/Own Funds more than INR 25.00 Crs. as on 31st March, 2023, this should not include reserve and surplus/retain earnings.
7. Bidder is required to submit the audited balance sheet for financial parameters.

Financial Bid form:

FINANCIAL BID

LAND PARCEL REDEVELOPER FINANCIAL OFFER FOR 30 YEAR LEASE

No	Description	INR (In Figures)	INR (In words)
1	Upfront amount per land parcel of 250 sqm		
2	Monthly Lease fee amount @ INR/sqm/month		

Note: Applicable GST has to be quoted extra

Highest offer received by HITES from the responsive bidder will be considered for the award of Lease Deed.

Note: The rates offered will be valid as per the tender conditions.

Tender document may be down loaded from e-tendering website for the above work is available in downloadable format at HITES official website www.hllhites.com and website <https://etenders.gov.in/e procure/app>. Downloading of tender documents alone will not make a tenderer eligible for participating in the bidding. The documents uploaded by the tenderers will be subjected to verification subsequently by Department, if found not meeting the requirement.

Cost of bid document for on-line bid for work is shown in the table above. Tender cost (non-refundable) will be submitted online in following HITES Bank Account latest by 14.12.2023 till 12:00 pm: -

Sr. No.	Particulars	Details
1	Name of Beneficiary	HITES FD BACKED OVERDRAFT ACCOUNT
2	Name of Bank	ICICI Bank
3	Bank Branch Name	Sector-62,NOIDA Branch
4	Branch Address	Stellar IT Park, C-25, Sector-62,NOIDA, Uttar Pradesh
5	Bank A/c No.	158005003923
6	IFSC Code	ICIC0001580
7	Branch Code	152
8	MICR	110229152

I. AMENDMENT OF NIT DOCUMENT

HITES may issue addendum(s)/ corrigendum(s) to the NIT document. In such case, the addendum(s)/ corrigendum(s) shall be issued at any time before closing time of NIT. The firms who have received the NIT documents must enquire the BD Cell Office and ensure that such addendum(s)/ corrigendum(s) (If any) also have been received by them. This shall be the responsibility of the prospective registered applicant to check for any such addendum(s)/ corrigendum(s) at the time of closing time of NIT and ensure that the application submitted by them are in accordance with all the addendum(s)/ corrigendum(s).

II. EVALUATION CRITERIA AND METHOD OF EVALUATION

Evaluation shall be carried out strictly as per eligibility conditions mentioned and based on verification of testimonials submitted. Applications received without testimonials might not be considered. Decision of HITES in this regard shall be final & binding.

The NIT is issued with no commitment. HITES reserves the right to withdraw this NIT at any time and or vary and part thereof at any stage. HITES further reserves the right to disqualify any application, should it be so necessary at any stage.

III. TERMS AND CONDITIONS

1. Information provided at this stage is indicative and HITES reserves the right to amend/add further details in the NIT document. Applicants shall go through all documents enclosed with this NIT.
2. HITES reserves the right to accept or reject any or all application (s) without assigning any reason whatsoever. HITES's decision in this regard shall be binding and final.
3. If any of the information, furnished by the applicant, is found incorrect at a later stage, they shall be liable to be barred from participating in current and subsequent opportunities with HITES. HITES reserves the right to verify the particulars furnished by the applicant independently.
4. The applicants after submitting the response to this NIT, agrees with HITES for honoring all aspects of fair-trade practices.
5. The applicants shall bear all costs associated with the preparation and submission of the response to this NIT.
6. Applicant selected shall be notified automatically through their registered emails and through Phone.
7. Any new Corrigendum issued by Client before submission of bid also may have to be incorporated as and when required.
8. Unless otherwise specified anywhere in the document, all technical specifications for work execution shall be as per latest Specifications for Building works, Client specifications and Good Industry Practice.
9. Sub-Lease - Allowed 100 %
10. Escrow Account - For payment of lease, rent, upfront payment, taxes, electricity & water, etc., will have to be deposited in an Escrow account.

IV. ACCOUNTABILITY OF THE PARTNER:

Performance of the Lease hold Owner shall be judged based on performance/ execution of work.

V. STANDARD OF PERFORMANCE:

The Lease hold Owner shall perform the Services and carry out the obligations with all due diligence, efficiency and economy in accordance with generally accepted professional standards and practices and shall observe sound management practices. The Lease hold Owner shall always act, in respect of any matter relating to this contract or to the services, as faithful adviser to HITES and shall at all-time support and safeguard its legitimate interests in any dealings with the third parties.

VI. CONFIDENTIALITY:

Except as provided, the LEASEHOLD OWNER/BIDDER must not disclose, divulge or make public or shall personally use for his gain any of the materials, processes, accounts, transactions dealings, and information etc. without the prior written consent of HITES. In this regard, the successful Leasehold Owner will require to sign a non-disclosure agreement (NDA) before issue of Award.

VII. TERMINATION:

- i.** HITES has the right to terminate the Lease deed at any time on giving notice of 3 month to the Lease hold owner if he failed to deliver the contractual obligations as per provisions of NIT.
- ii.** If the Leasehold owner fails to pay any money including lease fees due to the HITES within 30 days after receiving written notice from HITES that such payment is overdue and payable, then HITES has the rights to terminate agreement by giving 30 days' notice.
- iii.** The lease hold owner become insolvent or bankrupt or enter into any agreement within their creditors for relief of debt or go into liquidation or receivership, then HITES can terminate the agreement by giving 30 days' notice.
- iv.** Leasehold owner fails to comply with final decision of arbitration, then HITES can terminate agreement by giving 30 days' notice.

VIII. APPLICABLE LAW:

This agreement is governed by and interpreted in accordance with the laws of India for the time being in force.

IX. FAIRNESS AND GOOD FAITH:

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measure to ensure the realization of the objectives of this Contract.

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration.

X. RESOLUTION OF DISPUTES

If dispute or difference of any kind shall arise between the HITES and the Lease hold owner in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultants.

If the parties fail to resolve their disputes of differences by such mutual consultation within twenty-one days of its occurrence or its intimation of occurrence whichever is later, then either the HITES or the Lease hold Owner may give notice to the other party of its intention to commence arbitration, as hereinafter provided, the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. Such dispute or difference shall be referred to the sole arbitrator appointed by the CEO of HITES or his authorized representative. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award. The venue of arbitration shall be Delhi/New Delhi (India).

ANNEXURE - I

INSTRUCTIONS FOR SUBMISSION OF NIT STATEMENT

1. NIT proposal must be submitted together with a covering Letter online at CPP portal <https://etenders.gov.in/eprocure/app> not later than NIT due date.
2. All applications shall be submitted in English.
3. Application submitted by Joint Venture is not permitted.
4. All pages of the submittal shall be numbered and index to be enclosed.
5. Certificates supporting the bid documents' eligibility criteria must be submitted along with the bid, as per the requirement.

ANNEXURE - II

GUIDELINES FOR PREPARATION OF NIT

1. NIT is to be filled up in the enclosed forms in single copy.
2. Complete name of firm, date of establishment & type of organization whether individual, proprietorship, partnership, private limited company, limited company etc. be filled up in Proforma-I also indicating name of affiliate firms, their years of establishment, countries of origin and type of organization.
3. Exact and complete office address, business address, telephone number, Fax, number, E-mail and cable address.
4. If present firm is the successor to or outgrowth of one or more predecessor firms, fresh name(s) of former entity (ties) and the year(s) of their original establishment.
5. The NIT is to be submitted by duly filled up forms prescribed below:
 - a) Details of Applicants as per Proforma I.
 - b) Affidavit as per Proforma II
 - c) Power of Attorney (General)
 - d) Memorandum and Article of Association of the applicant.
 - e) Duly filled up forms/details as per NIT document

1. As per NIT document attached herewith.

PROFORMA- I (APPLICANT DETAILS/ COMPANY PROFILE)

1	Full name of the firm (as per registration).	
2	Date and Year of establishment & type of organization whether individual/ proprietorship/ partnership/ private limited company/ limited company also indicating name of affiliate firms, their years of establishment, countries of origin and type of organization.	
3	Registered Head Office & Postal Address Telephone Nos., email id, Fax No etc.	
4	Name of Contact Person, Designation, Phone no & email id	
5	Constitution of firm (give full details including names of Directors/Partners/Executives etc.) Attach Memorandum and Articles of the Association, Certificate of Registration & Proof of Address, Copy of Power of Attorney.	
6	Particulars of Registration with Government / Semi-Govt. Organization/Public Sector/ Undertaking & Local Bodies/PAN No/TAN No/GST etc. if any	
7	Annual Turn Over duly certified by CA	
8	Net Worth Certificate duly certified by CA	
9	No loss certificate duly certified by CA	
10	Audited Balance sheet	
11	Organization structure & Key Personal	
12	Other credible certifications like ISO	
13	Performance documents meeting eligibility	

PROFORMA-II (AFFIDAVIT ON STAMP PAPER OF 100 Rs.)

I/we, the undersigned, do hereby solemnly affirm and declare that-

1. Neither our firm nor any of the members/ partners in any manner as an individual or the constituent partner in case of partnership firm have been declared non-performer by any Organization / Authority / Public Sector Enterprises in India & Abroad, any Government Department in India or Abroad or a multilaterally funded agency during the last two years prior to the date of our bid submission.
2. As on date our submission, neither our firm nor any of the members/ partners in any manner as an individual or the constituent partner in case of partnership firm are debarred for tendering, blacklisted, suspended in any Central/State Government Department in India or Abroad including authority controlled by them.
3. As on date of our NIT submission, neither our firm nor any of the members/ partners in any manner as an individual or the constituent partner in case of partnership firm /JV are in corporate insolvency Resolution Process (CIRP)/Liquidation/ winding up/CDR/SDR/S4A/Flexible structuring or any other restructuring scheme due to financial stress and have not been in default on any debt obligation on the due date.
4. No contract agreement between HITES or its wholly owned subsidiaries and either our firm or any of the members/partners in any manner as an individual or the constituent partner in case of partnership firm have been terminated on account of our default during the last two years prior to the date of submission.
5. We have no objection to HITES requesting to any bank, person, firm or body and any such agency furnishing pertinent information as deemed necessary or to verify this statement or regarding our competence and general reputation.
6. We understand that further qualifying information may be requested by HITES and we agree to furnish any such information at the request of HITES within the prescribed time.
7. **We have read and understood all the provisions included in the NIT documents and abide by them.**

I/we, the undersigned, do hereby solemnly affirm and declare that the information furnished by us is correct and we understand the consequences in case any of the information furnished is not found to be true.

(Signed by the Authorized Representative of the Firm)

Name of the Authorized Representative.

Name of the Firm.

Date:

SELF DECLARATION FOR THE CODE OF INTEGRITY (To be included in the NIT)

I/We shall maintain a high degree of integrity during the course of my/our dealings business/contractual relationship with HITES. If it is discovered at any stage that any business/ contract was secured by playing fraud or misrepresentation or suspension of material facts, I/We authorize HITES to term such contract as voidable at its sole option and take suitable action as deemed fit.

Date:

Signature of Authorized Signatory on behalf of Agency

Name:

Address:

Mobile:

Email ID: